

Amendment – Horizon Health Network & Priority Healthcare Contract – May 2nd, 2023

This amendment is to adjust pricing for staff as follows:

Position	Regular Rate
Registered Practical Nurse	22(1) per hour with a 4 hour minimum for each supplemental Registered Practical Nurse (RPN) provided under this Agreement
Registered Nurse	22(1) per hour with a 4 hour minimum for each supplemental Registered Nurse (RN) provided under this Agreement
Registered Nurse (ICU, ER, and Other Specialized Units)	22(1) per hour with a 4 hour minimum for each supplemental Registered Nurse (RN) provided under this Agreement

The CLIENT: **Horizon Health Network**

Date: May 2, 2023

By: 

The PROVIDER: Priority Healthcare Staffing Solutions Inc

Date: May 2, 2023

By: 
Michael Adams – President



CLIENT STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this _____ ("Effective Date"), is by and between 911 Nurses GTA, registered as 12974631 Canada Inc., located at 127B Broadway., Orangeville, ON, L9W 1K2 represented by Rhea Stoddart, co-owner/operator, duly authorized for the purposes of this document and _____ (hereinafter referred to as "CLIENT") located at _____

WHEREAS, 911 NURSES GTA operates as a staffing agency and employs healthcare personnel to provide services to CLIENT.

WHEREAS, CLIENT operates healthcare facilities and CLIENT desires that 911 NURSES GTA shall supply contract healthcare personnel to CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants between 911 NURSES GTA and CLIENT, (jointly hereinafter referred to as "Party/Parties"), the Parties hereby agree:

1. TERM.

The term of this Agreement will commence on the date of the last signature and will continue for one (1) years unless terminated prior thereto in accordance with the terms of this Agreement. If neither Party terminates pursuant to the terms herein, this agreement shall be automatically renewed for increment of additional (1) year periods and shall not require a writing by either party hereto to extend the term hereof. The rates listed can be revisited every 3 months for adjustment if needed; in the event of a rate adjustment a separate schedule with the new rates will be signed.

2. TERMINATION.

Either Party may terminate this Agreement at any time, by providing 14 days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3. PERSONNEL.

911 NURSES GTA shall provide CLIENT with healthcare personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

3.1 Proof of current licensure, registration and or certification (if applicable).



3.2 Written or verbal verification of two references.

3.3 Minimum 2 years of experience in area of specialty

3.4 Written verification of worker's unrestricted credential (if applicable).

3.5 Written verification of current cardiopulmonary resuscitation certification.

3.6 Possess proof of an annual tuberculosis test or chest X-ray.

3.7 Vulnerable Sector Check and disclosure statement.

3.8 Written confirmation that individual has not been employed by Client within prior 2 years.

4. PROVISION OF PERSONNEL.

4.1 At the request of CLIENT, 911 NURSES GTA will recruit, interview, screen, select, hire and assign 911 NURSES GTA employee(s) who, in 911 NURSES GTA's judgment, are best qualified to perform the services requested by CLIENT as outlined in this agreement.

4.2 Upon CLIENT request, 911 NURSES GTA shall provide documentation as required in this agreement relating to the qualifications and training of 911 NURSES GTA employees.

5. CLIENT ORIENTATION.

CLIENT will provide 911 NURSES GTA personnel with an orientation to CLIENT specific policies and procedures and processes necessary to equip 911 NURSES GTA personnel with the knowledge necessary to meet CLIENT expectations for personnel.

6. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of the shift, 911 NURSES GTA shall bill CLIENT for the entire duration of the shift, as long as 911 NURSES GTA personnel report for work within a reasonable period of time.

7. SCHEDULED PERSONNEL CANCELATION.

If CLIENT modifies or cancels an order less than (24) hours prior to the start of a shift, 911 NURSES GTA will bill CLIENT for four (4) hours at the established hourly rate.

8. CONVERSION FEE.



CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by 911 NURSES GTA. CLIENT further acknowledges that 911 NURSES GTA incurs substantial costs associated with recruiting, training, and managing 911 NURSES GTA personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs 911 NURSES GTA personnel, CLIENT agrees to either:

- (1) 22(1)(c)(i), 22(1)(c)(ii)
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

9. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains responsibility for management of care of each of its patients and for ensuring that services provided by 911 NURSES GTA personnel under this agreement are furnished in accordance with applicable standards.

10. INSURANCE.

22(1)(c)(i), 22(1)(c)(ii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. TAXES.

911 NURSES GTA will maintain responsibility, as employer, for the payment of wages, and other compensation, and for any mandatory withholdings and contributions.

12. PAYMENT FOR SERVICES.

911 NURSES GTA will submit invoices to CLIENT at the rates established below, every week for personnel provided to CLIENT during the preceding week.

12.1 Payment & Rates

Healthcare Staff Personnel:	Hourly Cost Billable to Client:
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Nurse Practitioner	22(1)/hr
Registered Nurse (General Duty/Long term Care)	22(1)/hr ()
Specialty Registered Nurse-ED/ICU	22(1)/hr ()
Respiratory Therapist	22(1) hr
Registered Nurse-Obstetrics	22(1)/hr
Registered Practical Nurse/LPN	22(1)/hr ()
Personal Support Workers	22()/hr
Physiotherapist	) N/A
Occupational Therapist	N/A
Mental Health Crisis Worker (BSW)	N/A
Mental Health Crisis Worker (MSW)	N/A
Healthcare Managers	N/A
	HST is applicable to all charges **Overtime Rate is paid at plus 22(1) of hourly rate after 40 hour ()
	per week. ***Training and orientation - paid at full rate. *** Statutory holidays are billed at the hourly rate plus 50% when worked. ***Cancellation - 4 hours will be charged if a shift is cancelled within 24 hours of the start of the shift or if the nurse shows up and their services are no longer required.

The following items are to be reimbursements paid by client and responsibilities of the Client:

- The client guarantees 56.25 hours weekly to staff assigned to the facility; 911 Nurses GTA staff can work additional hours weekly if they desire.



2 [REDACTED]
2 [REDACTED]
2 [REDACTED]

location.

- The client provides a minimum of two shifts of orientation to temp staff (includes administrative and clinical orientation).

- 22(1)(c)(i), 22(1)(c)(ii) [REDACTED]

[REDACTED]
[REDACTED]

22(1)(c)(i), 22(1)(c)(ii)
[REDACTED]

12.2 Invoicing.

Full payment for invoices is due within Fourteen (14) days from the date of invoice. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the province of New Brunswick, as are now in effect or as may be later amended or modified, without reference to the choice of law rules on any state. In the event that any provision of this agreement Conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of the laws, rules, and regulations shall govern and supersede.

14. INDEMNIFICATION.

22(1)(c)(i), 22(1)(c)(ii)
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



22(1)(c)(i), 22(1)(c)(ii)

[REDACTED]

15. DAMAGES.

In no event shall either party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such party has been advised of the possibility of such damages, under or in connection with this agreement, regardless of the form of action.

16. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

17. CONFIDENTIALITY.

17.1 Confidential Information. 911 NURSES GTA acknowledges that, in the course of performing Services under this Agreement, 911 NURSES GTA, its officers and employees may have access to or become aware of confidential information of the CLIENT whether oral or written, in whatever form or medium, including without limitation, trade secrets, all intellectual, technical, scientific, commercial, industrial, business, marketing, and financial information ("Confidential Information"). 911 NURSES GTA and any individual engaged by 911 NURSES GTA to provide the Services shall use any Confidential Information only for the purpose of performing the Services and shall not in any way use or disclose Confidential Information for any purpose without the written permission of the CLIENT.

17.2 Records. 911 NURSES GTA has no right, title or interest in any Confidential Information relating to the CLIENT, its officers, or its employees.



17.3 Patient Information. 911 NURSES GTA, its officers, and employees in accordance with all applicable privacy legislation, including the Personal Health Information Act and professional standards and obligations, shall keep any information that is obtained about patients during the Term of this Agreement strictly confidential.

17.4 During the term of this Agreement, 911 Nurses GTA and / or personnel employed by 911 Nurses GTA, may have access to or become privy to information that the Client regards as sensitive or that is subject to information and privacy legislation or the Client's privacy policies. 911 Nurses GTA shall not use or disclose any such confidential information directly or indirectly, during or subsequent to the term of this Agreement, and shall instruct its employees not to use, disclose, photocopy, or otherwise duplicate and / or remove any material found on the Client's Premises. During the term of this Agreement, the Client may have access to or become acquainted with various trade secrets confidential information of 911 Nurses GTA including recipes, surveys and studies, management guidelines and procedures, operating manuals, software programs and similar compilations regularly used in the operations of the business of 911 Nurses GTA. The Client shall not, and shall instruct its employees not to, use, disclose, photocopy, or otherwise duplicate or remove any such trade secrets or confidential information directly or indirectly during or subsequent to the term of this Agreement. 911 Nurses GTA acknowledges that through its engagement with The Client, 911 Nurses GTA personnel will become aware of personal information, including Personal Health Information as such is defined in the Personal Health Information Protection Act, 2004, related to its patients, employees, directors, officers, credentialed staff, or volunteers, which is collected, used or disclosed by The Client or transferred to The Client. 911 Nurses GTA hereby agrees and covenants with The Client that 911 Nurses GTA will not, without the prior written consent of The Client, disclose or make available such personal information, including Personal Health Information, to any other person or entity except in accordance with The Client's instructions. 911 Nurses GTA agrees to follow all relevant privacy legislation, as well as the rules, regulations, policies and procedures of The Client with respect to such personal information, including Personal Health Information. 911 Nurses GTA agrees to execute such further agreements in regard to personal information, privacy or confidentiality as may be reasonably required by The Client. 911 Nurses GTA acknowledges that The Client is bound by the Freedom of Information and Protection of Privacy Act (New Brunswick) and that any information provided to The Client in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the Act.



IN WITNESS WHEREOF, this agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

CLIENT

Printed Name: Kerry Kennedy

Signature :

21(1)
[Redacted Signature]

Date : November 30, 2022

911 NURSES GTA

Printed Name: Rhea Stoddart

Signature :

21(1)
[Redacted Signature]

Date : November 28, 2022



17.3 Patient Information. 911 NURSES GTA, its officers, and employees in accordance with all applicable privacy legislation, including the Personal Health Information Act and professional standards and obligations, shall keep any information that is obtained about patients during the Term of this Agreement strictly confidential.

17.4 During the term of this Agreement, 911 Nurses GTA and / or personnel employed by 911 Nurses GTA, may have access to or become privy to information that the Client regards as sensitive or that is subject to information and privacy legislation or the Client's privacy policies. 911 Nurses GTA shall not use or disclose any such confidential information directly or indirectly, during or subsequent to the term of this Agreement, and shall instruct its employees not to use, disclose, photocopy, or otherwise duplicate and / or remove any material found on the Client's Premises. During the term of this Agreement, the Client may have access to or become acquainted with various trade secrets confidential information of 911 Nurses GTA including recipes, surveys and studies, management guidelines and procedures, operating manuals, software programs and similar compilations regularly used in the operations of the business of 911 Nurses GTA. The Client shall not, and shall instruct its employees not to, use, disclose, photocopy, or otherwise duplicate or remove any such trade secrets or confidential information directly or indirectly during or subsequent to the term of this Agreement. 911 Nurses GTA acknowledges that through its engagement with The Client, 911 Nurses GTA personnel will become aware of personal information, including Personal Health Information as such is defined in the Personal Health Information Protection Act, 2004, related to its patients, employees, directors, officers, credentialed staff, or volunteers, which is collected, used or disclosed by The Client or transferred to The Client. 911 Nurses GTA hereby agrees and covenants with The Client that 911 Nurses GTA will not, without the prior written consent of The Client, disclose or make available such personal information, including Personal Health Information, to any other person or entity except in accordance with The Client's instructions. 911 Nurses GTA agrees to follow all relevant privacy legislation, as well as the rules, regulations, policies and procedures of The Client with respect to such personal information, including Personal Health Information. 911 Nurses GTA agrees to execute such further agreements in regard to personal information, privacy or confidentiality as may be reasonably required by The Client. 911 Nurses GTA acknowledges that The Client is bound by the Freedom of Information and Protection of Privacy Act (New Brunswick) and that any information provided to The Client in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the Act.



CONSULTING AGREEMENT

THIS EMPLOYMENT AGREEMENT (THE "AGREEMENT") IS MADE AND EFFECTIVE THIS **SEPTEMBER 16, 2022**;

BETWEEN: **TRILLIUM MED VILLAGE INC.** (the "TMV"), a corporation organized and existing under the laws of the ONTARIO, with its office located at: 293, Main Street N, Markham, Ontario L3P 1Y9, Canada.

AND: **HORIZON HEALTH NETWORK** (the "Client"), an organisation located at Woodbridge Centre, 180 Woodbridge Street, Fredericton, New Brunswick, E3B 4R3 Canada.

Background:

TMV is engaged in the business of outsourcing, recruitment and provision of personnel on a temporary and permanent basis (the "Business"). TMV is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

The Client is willing to acquire the service provided by TMV. The Client is of the opinion that TMV has the necessary qualifications, experience and abilities to provide services to the Client, to recruit healthcare personnel on the terms, covenants, and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and TMV (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

TMV shall provide the following services to the Client (the "Services") consisting of:

- Supply the CLIENT with Personal Support Workers (PSW), Registered Practical Nurse (RPN), Registered Nurse (RN), Nurse Practitioner (NP), home support workers and all the other health care personnel ("Healthcare Personnel").
- Ensuring that before any Healthcare Personnel performs any services to the Client (i) that such Healthcare Personnel have the legal right to work in Canada; (ii) that statutory workers' compensation coverage has been secured for such Healthcare Personnel; (iii) ensure that such Healthcare Personnel have the necessary certifications or professional designations and training to perform the Service; and (iv) at its sole cost and expense, conduct background checks on such Healthcare Personnel, which background checks shall comprise, at a minimum, a review of professional credential verification, and employment references in accordance with provincial, federal, and municipal law;
- Certify and at all times during the Term ensure that all necessary licenses, certifications, permits, registrations for all Healthcare Personnel (including registration with the College of Nurses of Ontario) are current and that all relevant Laws applicable to the provision of the Services are being complied with, including certifying that all Healthcare personnel have been fully vaccinated against COVID-19 and provide proof upon request by Client.
- Provide a WSIB Clearance Certificate at the commencement of the Term and upon request thereafter;
- Responsibility for all Healthcare Personnel and for the payment of their compensation, including, if applicable, termination payments or entitlements and statutory withholdings and deductions, such as income tax, Canada Pension Plan, employment insurance, workers' compensation premiums, and other payroll taxes.
- TMV will ensure that all services are provided and all other work under this Agreement is undertaken in a professional, diligent, timely and efficient manner and in accordance with all applicable laws and policies
- TMV shall ensure that it properly screens its personnel to ensure that its personnel providing services are trustworthy and have the required skills, personal qualities, competencies, experience, training and qualifications to provide the services in a professional, ethical, compassionate, diligent and timely manner.
- TMV shall ensure that no Healthcare Personnel has been employed by the Client within the past two (2) years.

The Services will also include any other tasks which the Parties may agree on. TMV hereby agrees to provide such Services to the Client.

Client Discretion

Client reserves the right to request that a particular worker be replaced with a more suitable candidate if the Client, in its sole discretion determines that a particular worker is unsuitable for the role.



Term of Agreement

The term of this Agreement (the "**Term**") will begin on the date of this Agreement and will remain in full force and effect until **September 16, 2024**, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Termination; Effect of Termination.

The Client, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least sixty (60) days' prior written notice to the other party.

In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in Canadian Dollars.

Compensation

In consideration of the provision of the Services by TMV and for the services rendered by the Healthcare Personnel to the Client, the Client shall pay the fees set below to TMV. Such fees shall constitute payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs, or expenses.

TMV shall be responsible for paying the employees/candidates provided to the Client.

The agreed rates as follows (The compensation rates are temporary and are subject to change):

Position	Rates
Nurse Practitioner (NP)	22(1) /hr ()
Registered Nurse (ER/ICU/CNOR/MED/SURG)	22(1)(c) /hr (i) 22(1)
Registered Practical Nurse (ER/ICU/CNOR/MED/SURG)	22(1)(c) /hr (i)
Personal Support Workers (PSW)	22(1) /hr (1)
Lab Technicians/Technologists (MLT/MLA)	22(1) /hr () (i)

22(1)(c)(i), 22(1)(c)(ii)

The Compensation will be payable on a **bi-weekly basis**, while this Agreement is in practice.

The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Any undisputed amounts that are not paid within 30 days will accrue interest at the rate of 1.5% per month, or the maximum interest permitted by law, from the date(s) they were due. Any discrepancies with the invoice should be communicated within 2 weeks of the invoice date. Amendment after 2 weeks of the invoice date will not be acceptable due to the nature of our



Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

HORIZON HEALTH NETWORK

Woodbridge Centre, 180 Woodbridge Street, Fredericton, New Brunswick, E3B 4R3 Canada.

TRILLIUM MED VILLAGE INC

293, Main Street N, Markham, Ontario L3P 1Y9, Canada.

or to such other address as any party may from time to time notify the other.

In case of an emergency: 647 326 4363 (Prashanth)

Indemnification

Client is not responsible for withholding or paying any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for health care personnel. TMV is solely responsible for these withholding, remitting, and registration obligations, and shall indemnify Client from and against any order, penalty, interest, taxes, or contributions that may be assessed against Client due to the failure or delay of TMV to make any such withholdings, remittances, or registration, or to file any information required by any law.

Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this agreement. No extension or variation of this agreement will operate as a waiver of this provision.

Assignment

TMV will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Representations & Warranties

Mutual. Each party represents and warrants to the other party that:



- It is incorporated and validly existing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation or formation;
- It has the power and authority to enter into this Agreement, to grant the rights and licences granted hereunder and to perform its obligations hereunder;
- The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- When executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

Titles/Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 16th day of September 2022

TMV (SERVICE PROVIDER):

TRILLIUM MED VILLAGE INC

AUTHORISED SIGNATURE:

NAME: KAVITHA SIVA

DESIGNATION: DIRECTOR OF OPERATIONS

DATE: 16 SEPTEMBER 2022

CLIENT:

HORIZON HEALTH NETWORK ²¹⁽¹⁾

AUTHORISED SIGNATURE

NAME: Kerry Kennedy

DESIGNATION: Director, Talent Acquisition

DATE: 16 September 2022

Master Staffing Agreement

Goodwill Staffing & Recruitment, with its principal office located at 343 Preston street, 11th Floor, Ottawa, ON K1S 1N4 ("STAFFING FIRM") and Horizon Health Network with its principal office located at 180 Woodbridge street, Fredericton, New Brunswick, ERB 4R3 ("CLIENT") agree to the terms and conditions set forth in this Master Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will
 - a. Recruit, screen, interview, and confirm all due diligence requirements and credentials prior to submitting either a candidate to CLIENT before assigning its employees ("Assigned Employees") to perform the type of work outlined by the CLIENT;
 - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
 - c. The STAFFING FIRM is the employer of the Assigned Employee personnel for all purpose including paymaster, workers compensation coverage, professional insurance, statutory remittance, benefits, hiring and termination.
 - d. The Assigned Employees are required to abide by all the CLIENTS policies, procedures and work direction when placed at the CLIENTS facilities.
 - e. Pay, withhold, and transmit payroll taxes.

CLIENT's Duties and Responsibilities

2. CLIENT will
 - a. Not accept placements of RNs who have previously worked at Horizon Health Network in the last 2 years;
 - b. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - c. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - d. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - e. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and,
 - f. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
 - g. The CLIENT has the right to refuse the deployment of any STAFFING FIRM Personnel to their work site(s) at any time without penalty.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Expenses incurred by the STAFFING FIRM in

relation to this agreement will only be reimbursed by the CLIENT to the STAFFING FIRM if approved beforehand by the CLIENT, such approval not to be unreasonably withheld. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a **bi-weekly** basis and payment will be made within 30 days from receipt of Invoice. All invoices will be supported with approved time sheets by CLIENT for hours worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate). For the avoidance of doubt, the compensation payable under this agreement shall not include any variable pay or perks but shall only include the pay component as set out in exhibit A of this agreement. Unless specified in the agreement all other forms of compensation (overtime) for which the CLIENT will be billed for services provided by the STAFFING FIRM will be calculated in accordance with the New Brunswick Employment Standards Act.
5. Statutory Holiday Pay: 4% shall be charged on all regulars worked in lieu of stat pay as per the Employment Standards of New Brunswick.

6. 22(1)(c)(i), 22(1)(c)(ii)

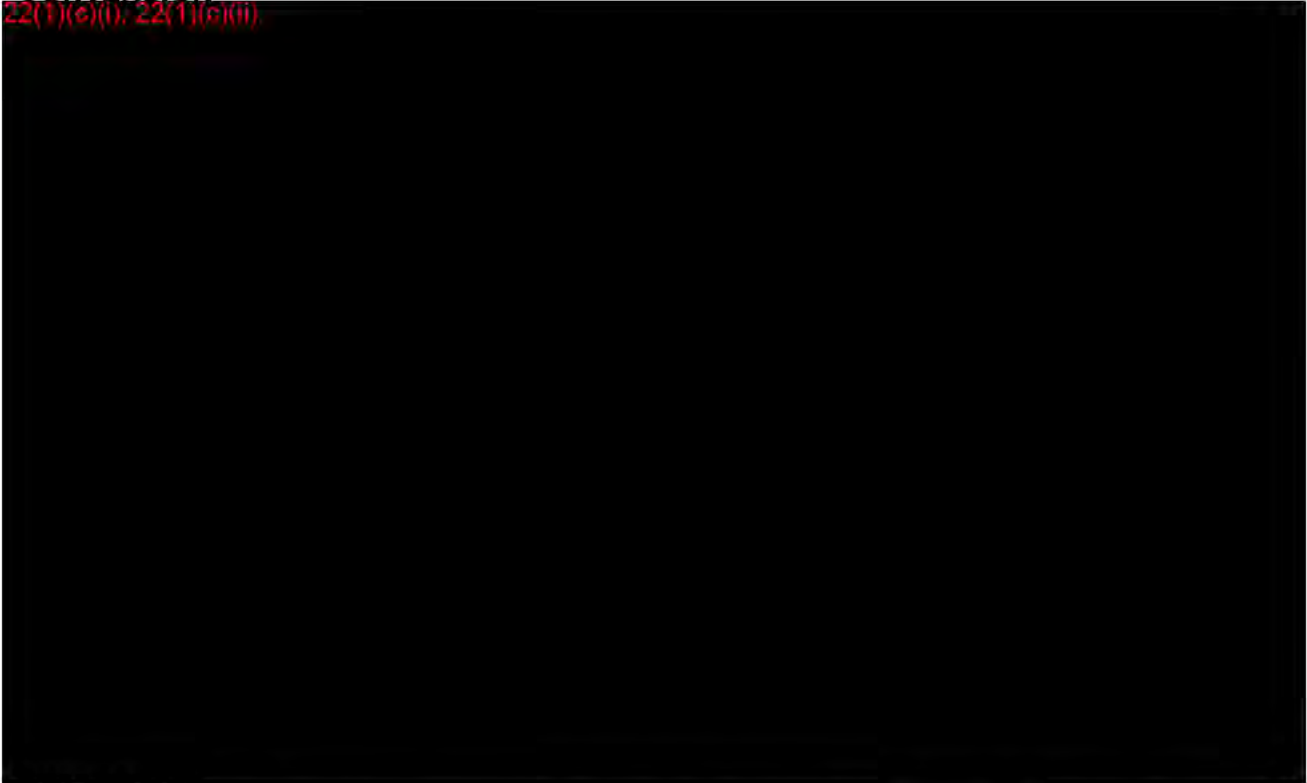


7.

food allowances noted herein, which is applicable for actual shifts worked only.

8. CLIENT will pay STAFFING FIRM 11.5 and 7.5 hours for a 12 and 8 hours shift respectively, omitting breaks;

CONVERSION

9. 22(1)(c)(i), 22(1)(c)(ii)
- 

GUARANTEE

10. Should the placed candidate(s) cease to be placed with the CLIENT within the first three months of the first day of placement for reasons other than those outlined in paragraph below, we will provide a credit of 100 percent of the cost of a replacement. Please note that such credit will be available for a maximum of one year following the last day of the candidate's employment.

Should the candidate cease to be employed for reasons beyond his or her control, (i.e. layoffs, position redundancy, non-payment of salary, bankruptcy or any form of creditor protection etc.) our fees would be considered earned.

Confidential Information

11. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information. Assigned Employees will sign and uphold the CLIENT Data Access and Confidentiality Agreements when placed with the CLIENT.

Cooperation

12. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

13. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its

parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

14. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
15. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
16. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 5 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
17. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

18. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
19. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
20. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
21. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
22. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
23. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
24. Neither party will not transfer or assign this Agreement without STAFFING FIRM's written consent.
25. Any notice or other communication will be deemed to be properly given only when sent via a nationally recognized courier, addressed as shown on the first page of this Agreement.
26. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or

delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Background Checks

27. STAFFING FIRM will perform background/qualification checks for all employees which it selects for assignment to CLIENT and warrants that Assigned Employees are suitable for placement

Minimum Hours Per Day

28. If CLIENT limits an Assigned Employee's work day to fewer than 4 hours, STAFFING FIRM may deem that day to include 4 hours of time worked and may bill CLIENT 4 hours if STAFFING FIRM pays the Assigned Employee for the hours.

Late Payment

29. CLIENT agrees to make payment within 30 days of receipt of invoice and after 30 days from the date of receipt, interest will accrue at 3% of the invoiced amount monthly.

No Staff Hire-Always: Fee

30. 22(1)(c)(i), 22(1)(c)(ii)
- 

Nature of Relationship

31. The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Insurance

22(1)(c)(i), 22(1)(c)(ii)



Headings

32. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

33. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before a Canadian Arbitration Association location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

34. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

35. This agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick, without reference to any conflicts of law principles thereof.

Assignment of Agreement

36. CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

Term of Agreement

This Agreement will be for a term of _____ from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 15 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

		Debbie Collections Inc. o/a Goodwill Staffing & Recruitment	
CLIENT	STAFFING FIRM		
			
Signature	Signature		
	Esohe Idogun		
Printed Name	Printed Name		
	Managing Partner		
Title	Title		
Date	Date		
<u>August 25, 2022.</u>	<u>August 25, 2022</u>		

**Exhibit A
Sample Rate Schedule**

<u>Pricing per Healthcare Position (Temporary Hire)</u>	<u>Pricing per hour</u>
Registered Nurse	22(1)
Nurse Practitioner	(c)
Licensed Practical Nurse	(i),
Health Care Aide	22(1)
Pharmacy Technician	(c)
Pharmacy Assistant	(ii)
Physiotherapist	
Occupational Therapist	
On call rate	
Respiratory Therapist	
Medical Imaging & Diagnostic Services	
Ultrasound Technologist	
Echo Technologist	
MRI Technologist	
CT Technologist	
X-Ray Technologist	
Lab X-ray Technologist	
CLXT - Combined Lab X-ray Technologist	
Cardiology Technologist	
Lab. Technologist	

* Permanent Hire Rate: 15% of 1st Year Salary.

Debbie Collections Inc. o/a Goodwill Staffing &
Recruitment

CLIENT

STAFFING FIRM

21(1)

Signature

Signature

Esohe Idogun

Printed Name

Printed Name

Managing Partner

Title

Title

August 25, 2022

Date

Date



AGREEMENT FOR PROVISION OF CLINICAL SERVICES

THIS CLINICAL SERVICES AGREEMENT is made effective as of the 7st day of February, 2023 (the “**Effective Date**”).

BETWEEN:

Horizon Health Network
(“**HHN**”)

- and -

KO MED STAFF INC.
o/a **Augury Healthcare** (the “**Service Provider**”)

(collectively, the “**Parties**” and each of them, a “**Party**”),

WHEREAS:

A. HHN wishes to retain the Service Provider to perform the Services and the Service Provider desires to perform the Services from time to time, in each case in accordance with, and subject to, the terms and conditions of this Agreement; and

B. the Parties wish to define and clarify their respective rights and obligations with respect to the provision of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is irrevocably acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

In this Agreement including its preamble and Schedules, unless something in the context is inconsistent therewith, capitalized terms have the meaning as set out in Schedule “A”. **1.2**

Certain Rules of Interpretation

(a) Currency

Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.

(b) Extended Meanings

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

(c) Governing Law

This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable in the Province of New Brunswick and each Party submits to the exclusive jurisdiction of any New Brunswick courts sitting in Fredericton or Saint John (at the option of HHN).

(d) Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. Unless something in the context is inconsistent therewith, references to Articles, Sections and Schedules are to Articles, Sections of and Schedules to this Agreement.

(e) Severability

In the event any of the terms or conditions of this Agreement or their application to any Party or circumstance other than the obligations to perform the Services or pay the Service Fees shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to the Parties or circumstances shall not be affected, unless to do so would negate the intended purpose of this Agreement.

(f) Statutory References

Any reference to a statute includes and is deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force, from time to time, and to any statute or regulation that may be passed which has the effect of supplementing, succeeding or superseding the statutes referred to or the regulations made pursuant thereto.

(g) Time

Time shall be, in all respects of this Agreement, of the essence.

1.3 Acting Reasonably

- (a) With respect to the Service Provider, any requirement set forth in this Agreement for the Service Provider to act reasonably, use reasonable efforts, or any variation thereof, shall mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, unless specifically specified otherwise.

- (b) With respect to HHN, any requirement set forth in this Agreement for HHN to act reasonably, use reasonable efforts, or any variations thereof, shall not require HHN to act in a manner that is contrary to, or inconsistent with, any policies, directives, executive decisions, ministerial orders, or legislation applicable to HHN. In addition, unless something in the context is inconsistent therewith, the Service Provider acknowledges and confirms that nothing contained in this Agreement shall be construed or otherwise interpreted in any manner that would or could cause HHN to fetter its discretion.

1.4 Incorporation of Schedules

The following attached Schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any references to this Agreement shall mean this Agreement including such Schedules:

Schedule "A" Definitions
Schedule "B" Service Fees and Invoicing
Schedule "C" Service Request Form
Schedule "D" Incident Reporting Process
Schedule "E" Infection Prevention and Control
Schedule "F" Patient Concerns Resolution Process
Schedule "G" HHN Policies
Schedule "H" Information Management Schedule
Schedule "I" Confidentiality and User Agreement
Schedule "J" Verification Record

ARTICLE 2 SERVICES

2.1 Services

- (a) HHN may, from time to time, at its discretion, request that the Service Provider provide HHN with Services identified in a Service Request. Each Service Request will be prepared jointly by the Parties, in the form prescribed in Schedule "C" or in an alternate form or format as determined by HHN in its sole discretion, specifying the Services required by HHN at various locations from time to time during the Term. The Service Request shall set out the duration of such Services and shall be governed by and be subject to the provisions of this Agreement.
- (b) The Service Provider acknowledges and agrees that HHN does not guarantee to the Service Provider:
 - (i) a minimum amount of Services to be provided pursuant to this Agreement;
 - (ii) any minimum payment of Service Fees or other funding in relation to the undertaking by the Service Provider of the Service Provider's obligations under the Agreement; or
 - (iii) a right of exclusivity in terms of the provision of the Services.

2.2 Implied Inclusion in Services

The Services include any services, functions or responsibilities that are inherent, necessary or customarily performed as part of services similar in the nature and scope to the Services or which are reasonably required for the proper performance of Services.

2.3 Performance

The Service Provider represents and warrants that the Services shall be:

- (a) provided in a conscientious, professional and workmanlike manner, with reasonable skill, care and diligence, all in accordance with industry standards and otherwise in accordance with this Agreement and the applicable Service Request; and
- (b) provided by Staff who are qualified and competent and have the appropriate skills and experience to perform the duties assigned to them.

2.4 Representatives

The Service Provider's representative (as identified in the applicable Service Request) shall be HHN's primary contact at the Service Provider and the HHN Representative shall be the Service Provider's primary contact at HHN for the purposes of all day-to-day communication in respect of the Services or this Agreement.

22(1)(c)(i), 22(1)(c)(ii)



22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

2.6 Service Provider Obligations

- (a) The Service Provider shall be responsible for the delivery of Services to the Clients as outlined in the applicable Service Request.
- (b) The Service Provider shall ensure that the Staff work in collaboration with HHN Employees to ensure proper care and treatment is provided to the Clients.
- (c) The Service Provider shall ensure that all Staff providing Services wear an identification badge at all times while providing the Services, which includes the name and job title of the Staff as well as the name of the Service Provider without any reference to HHN or the logo of HHN so it is easy to distinguish Staff from HHN employees.
- (d) Prior to a Staff member providing the Services, complete and provide to HHN a completed Verification Record set forth in Schedule "J" hereto with respect to such Staff member.
- (e) The Service Provider shall determine the terms and conditions of employment of the Staff, including policies in relation to hiring, disciplining, supervising, retiring and terminating Staff.
- (f) The Service Provider shall provide non-operational management to the Staff and meet regularly with the Staff to address issues of management, general non-site specific training, planning and administration and to otherwise ensure Staff compliance with the terms and conditions of this Agreement.
- (g) The Service Provider shall ensure that the Staff meet any training requirements determined by any Professional Governing Body and/or HHN.

22(1)(c)(i), 22(1)(c)(ii)

2.7 HHN Obligations

- (a) HHN shall provide the Staff with a safe work environment, adequate space, equipment including personal protective equipment, supplies, aides, and general or clinical supervision required in compliance with the standards applicable to the Staff member.
- (b) HHN shall promptly notify the Service Provider if HHN has concerns with respect to the performance of the Services by a Staff member.

ARTICLE 3 TERM AND TERMINATION

3.1 Term of Agreement

Subject to earlier termination as contemplated in this Agreement, this Agreement shall come into force and effect on the Effective Date and continues in effect until **December 31, 2025** (the “**Term**”).

3.2 Default and Termination

- (a) HHN shall have the right to terminate for its convenience this Agreement for any reason upon 30 days’ prior written notice and any Service Request for any reason upon 3 days’ prior written notice to the Service Provider.
- (b) If either Party materially defaults in the observation or performance of any term or condition of this Agreement or any Service Request, and if such default continues for more than fourteen (14) Business Days after written notice from the other Party to remedy the breach, then the other Party may, without limiting any other rights it may have in law or equity, immediately terminate this Agreement or the applicable Service Request without cost, penalty, or process of law.
- (c) Notwithstanding Section 3.2(b), if HHN determines that the Service Provider has likely defaulted in the observation or performance of any term or condition of this Agreement or any Service Request, and if, as a result, HHN has reasonable cause for concern for public, HHN Employee, Client safety, HHN may, with written notice, immediately terminate this Agreement or the applicable Service Request without cost, penalty, or process of law.
- (d) HHN may immediately terminate this Agreement and any Service Request on notice to the Service Provider if the Service Provider becomes bankrupt or insolvent or if a trustee, receiver, or receiver-manager is appointed on its behalf, or if the Service Provider takes advantage of any legislation available for insolvent debtors or ceases or threatens to cease carrying on business.
- (e) On termination of this Agreement, all Service Requests then in effect will be deemed to have concurrently terminated with this Agreement, whether or not HHN has provided notice of termination of such Service Requests to the Service Provider.
- (f) Termination payment to the Service Provider or refund to HHN, if any, shall be promptly and mutually agreed to by HHN and the Service Provider, based on:
 - (i) that portion of the Services satisfactorily performed to the date of the cancellation in accordance with the terms of this Agreement and the applicable Service Request; and
 - (ii) reasonable and necessary expenses directly resulting from the termination, all as substantiated by documentation satisfactory to and verified by HHN.
- (g) The Service Provider shall not be entitled to any break fee, penalty, loss of prospective profits, contribution to overhead or incidental, consequential or other damages because of such termination.

ARTICLE 4 CONSIDERATION AND PAYMENT

4.1 Amounts Payable

- (a) In consideration for the Services to be provided to HHN hereunder, HHN shall pay to the Service Provider the Service Fees.
- (b) The Service Provider shall invoice HHN for the Service Fees payable for the Services performed in accordance with this Agreement on a bi-weekly basis and as further specified within Schedule "B".
- (c) Subject to Section 4.1(d) below, within thirty (30) Business Days after the receipt of an invoice from the Service Provider, HHN shall pay the Service Provider the Service Fees for that portion of the Services performed pursuant to such written invoice.
- (d) After the receipt of the invoice from the Service Provider pursuant to Section 4.1(b), if HHN intends to dispute any Service Fees invoiced by the Service Provider, HHN shall, within fifteen (15) Business Days, provide the Service Provider with a written notice of the specific amounts which it disputes and rationale for disputing such Service Fees. Failure by HHN to give notice of such dispute, or payment by HHN of an amount invoiced, shall not affect HHN's right to later initiate a dispute with respect to such amount. The Parties agree that HHN shall not:
 - (i) withhold or delay the payment of the undisputed Service Fees submitted on the Service Provider's invoice; or
 - (ii) be obligated to pay any disputed amounts until the Parties have resolved the dispute in accordance with the dispute resolutions provisions detailed in Section 9.3 of this Agreement.

4.2 Set-Off

The Service Provider expressly acknowledges and agrees that HHN shall have a right to set off against any damages incurred or any damages reasonably expected to be incurred or any amounts owed to HHN by the Service Provider as a consequence of the Service Provider's breach of this Agreement, from any monies or amounts otherwise owing to the Service Provider under this Agreement.

4.3 Taxes

- (a) Subject to the provisions of the *Excise Tax Act* (Canada), the Service Provider shall not charge HHN the Goods and Services Tax in respect of the Services on the basis that the Services received hereby are being received and shall continue to be received by HHN, which is on the New Brunswick Government's "Goods and Services Tax Free" entity list. HHN's GST Registration Number is [REDACTED]. In the event HHN's GST exempt status changes, such that it is subject to the payment of GST, the Service Provider may amend its invoices accordingly.

- (b) Unless otherwise specifically provided, the Service Provider assumes exclusive liability for, and shall pay before delinquency, all taxes and assessments with respect to, or measured by the articles sold or material, Services and work furnished hereunder or the wages, salaries, or other remuneration paid to Staff employed in connection with the performance of the Services pursuant to this Agreement. For greater certainty, the Service Provider is responsible and liable for all employment insurance, Canada pension plan and income tax payments due or in respect of the Service Provider and the Staff, arising as a result of this Agreement. The Service Provider indemnifies and holds HHN harmless against all liability or expense incurred due to the Service Provider's failure to pay such taxes or assessments.

ARTICLE 5 GENERAL REPRESENTATIONS AND WARRANTIES

5.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Party that as of the Effective Date and at all times during the Term:

- (a) the Party is duly constituted, in good standing and validly existing under the laws in force in the Province of New Brunswick;
- (b) the Party has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Party; and
- (d) the Party is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, obligation, instrument, chart, by-law, order, judgment, decree, license, law (including regulations) or governmental authorization that would be violated, breached by, or under which default would occur or an encumbrance would, or with the notice or the passage of time would, be created as a result of the execution and delivery of, or performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

5.2 Service Provider Representations, Warranties and Covenants

The Service Provider represents, warrants and covenants to HHN that as of the Effective Date and at all times during the Term:

- (a) there is no action, proceeding or investigation pending or, to its knowledge, threatened against the Service Provider before or by any court, governmental department, commission, board, agency, person or domestic or foreign corporate body that may result in a material adverse change in the business condition, financial or otherwise, of the Service Provider, or that questions the validity of this Agreement, or any action taken or to be taken pursuant to or in connection with this Agreement;
- (b) in respect of the Services to which the Workers Compensation legislation in the jurisdiction in which the Service Provider provides the Services applies, it is registered and in good standing in accordance with such legislation;

- (c) this Agreement constitutes a legal, valid and binding obligation of the Service Provider enforceable against it in accordance with its terms;
- (d) the Service Provider, its agents and representatives have not offered gratuities (in the form of entertainment, gifts (monetary and non-monetary) or other inducements) to any officer, director, employee or contractor of HHN, or any other person connected to HHN, with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to this Agreement, nor has the Service Provider directly or indirectly, paid any contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee of the Service Provider acting in the normal course of the employee's duties;
- (e) the Service Provider shall be fully responsible for the acts or omissions of the Staff;
- (f) the Staff are not employed by or otherwise directly retained by HHN or any HHN subsidiary.
- (g) the Service Provider will ensure that all Restricted Activities, are performed by regulated health professionals under the Health Professions Act (New Brunswick) following the guidelines established by any Professional Governing Body and the Applicable Laws;
- (h) upon it's reasonable awareness, the Service Provider will immediately report to HHN, in writing, any breach by the Staff of the terms of this Agreement, including without limitation, the CUA.

ARTICLE 6

PRIVACY, HHN CONFIDENTIAL INFORMATION AND USE OF HHN BRAND, SYSTEM AND INTERNAL SYSTEMS USE REQUIREMENTS

6.1 Privacy Requirements

Without limitation to any other provision herein the Service Provider will for the purposes of providing the Services to HHN, shall be considered HHN' "affiliate" under HIA and will, and will require the Staff to:

- (a) comply with the requirements set out in the Information Management Schedule in Schedule "H" and the Staff CUA in Schedule "I";
- (b) only collect, use, access or disclose as much Health Information as is essential for the performance of the Services, and additionally will only collect as much Health Information as is necessary for and directly related to the performance of the Services;
- (c) will, and will require the Staff to protect the privacy, confidentiality, security and integrity of all Health Information and Personal Information that is collected, used, disclosed or accessed by or becomes known to the Service Provider and the Staff in the course of the provision of the Services;
- (d) not disclose any Health information or Personal Information that is collected, used or accessed in the provision of the Services, unless that is expressly required for the Services or they are directed to do so in writing by the HHN Representative;

- (e) if the Services require the Service Provider or the Staff to dispose of Health Information or Personal Information, the same shall be disposed in a secure manner in accordance with HHN' direction and HHN' Policies; and
- (f) if HHN is required to prepare or update a privacy impact assessment in relation to the Services, the Service Provider shall reasonably cooperate with HHN as necessary to allow HHN to prepare and submit such privacy impact assessments or amendments in relation to the Services.

6.2 HHN Confidential Information and Use of HHN Brand

- (a) For the purposes of this Section 6.2, “**Confidential Information**” means all non-public information relating to HHN’ business, operations, communications, proprietary information and information about HHN’ intellectual property acquired by the Service Provider or the Staff in carrying out any activities relating to this Agreement.
- (b) Subject to paragraph 6.2(c), the Service Provider shall, and shall ensure that the Staff shall:
 - (i) hold all Confidential Information in strict confidence;
 - (ii) not use the Confidential Information other than for the performance of the Services;
 - (iii) not disclose Confidential Information to anyone other than those persons engaged under this Agreement to provide Services and then only to the extent that such Confidential Information is directly required to be disclosed in order to properly perform the Services; and,
 - (iv) not disclose the Confidential Information to any third party during or after the Term, except as required by law.
- (c) The obligations of confidentiality set out in section 6.2(a) do not apply to any Confidential Information which:
 - (i) is known to the public through no act of the Service Provider or the Staff at the time of the acquisition thereof by the Service Provider or the Staff;
 - (ii) after the acquisition thereof by the Service Provider or the Staff becomes known to the public through no act of the Service Provider or the Staff;
 - (iii) is already known to the Service Provider or the Staff at the time of disclosure and is not known by the Service Provider or the Staff to be subject to any obligation of confidence of any kind; or
 - (iv) is lawfully received by the Service Provider or the Staff from a third party who is lawfully in possession of such Confidential Information.
- (d) The Service Provider agrees that it may not use, copy, disseminate or make any representation that contains the HHN name, brand, marks, trademark, logo or brand and without limitation shall not include any reference to HHN in any advertisement or promotional material by the Service Provider without HHN’ prior written consent.
- (e) The Service Provider and the Staff may not collect, use or disclose HHN’ confidential or proprietary information, including any information that is subject to copyright, trademarked or otherwise the protected intellectual property of HHN, and HHN’ Intellectual Property Policy, Policy 1137 shall govern with respect to all intellectual property created or acquired in the provision of the Services.

6.3 System Access Use and Requirements

- (a) If any of the Staff require access to CIS for the provision of the Services, which shall be determined by HHN in each case, the Staff will, prior to being afforded access: (a) sign the CUA and deliver it to the HHN Representative and complete all training and other requirements, and (b) provide their personal identifiers, including but not limited to their legal name, address, birthdate, gender and other information as may be required to allow the HHN auditing tools and processes to audit and monitor their access to CIS.
- (b) Any member of the Staff afforded access to CIS shall comply with all information management requirements as set out in this Agreement, including but not limited to the requirements set out in Schedules “H” and “I”. Without any limitation to the indemnity provisions contained herein, the Service Provider shall be responsible for the actions or omissions of the Staff while accessing CIS or any information within HHN’ custody or control.
- (c) HHN may in its sole discretion terminate any individual’s access to its CIS: (a) when this Agreement expires or is terminated; (b) the individual does not require access to a CIS for the performance of their duties to HHN; or (c) any actual or perceived breach or potential breach of this Agreement or the Staff member’s CUA.
- (d) HHN shall not be liable in any manner to the Service Provider, the Staff, or any other person for the temporary or permanent discontinuance of any Staff member’s access to CIS.

6.4 Internal Systems Access and Use Requirements

- (a) If a Staff member requires access internal platforms to perform the Services, the Service Provider shall be responsible as much as possible for obtaining such access for the Staff member and ensuring that the Staff member complies with the rules and applicable procedures governing access, use and disclosure of Health Information as prescribed by HHN or New Brunswick Health from time to time, including, but not limited to, the governing all custodians. HHN may, as the current information manager, provision access in accordance with the Service Provider’s agreement and permissions granted by New Brunswick Health.
- (b) The Service Provider acknowledges and agrees that:
 - (i) to the extent of any conflict or inconsistency between the requirements set out above and any term of this Agreement, the internal systems requirements shall prevail to the extent of the conflict or inconsistency; and
 - (ii) to the extent the internal systems requirements set out above impose requirements or terms that are in addition to the requirements and terms set out under this Agreement, such additional requirements and terms shall not be deemed to constitute a conflict or inconsistency with the terms of this Agreement.

ARTICLE 7 COMPLIANCE AND CLINICAL REQUIREMENTS

7.1 Compliance Commitment

In the performance of the Services, the Service Provider shall, at its sole cost and expense, comply with and take all such steps and do all such things as may be necessary to ensure the compliance by all Staff with all of the following:

- (a) the IPC Standards, as applicable;
- (b) all Applicable Laws;
- (c) all requirements of the *Health Professions Act* (New Brunswick) and all regulations thereunder, if applicable, including but not limited to any conflict of interest and ethical requirements which may in any way relate to the Services. The Service Provider further covenants and agrees to promptly report to HHN any circumstance of which the Service Provider becomes aware, with respect to an existing or potential breach of the conflict of interest or ethical requirements of the *Health Professions Act* (New Brunswick) and all regulations thereunder, on the part of any Staff regulated under the *Health Professions Act* (New Brunswick) in relation to Services;
- (d) all bylaws, guidelines, regulations, codes of conduct, procedures, directives, and standards established from time to time by the Minister or any Professional Governing Body having jurisdiction over the Service Provider or the Staff, which are applicable to the provision of the Services; and,
- (e) the HHN Policies;
- (f) the Incident Reporting Process set out in Schedule “D” of this Agreement;
- (g) the Patient Concerns Resolution Process set out in Schedule “F” of this Agreement; and
- (h) the HIA requirements set out in Schedule “H” of this Agreement.

7.2 Client Safety and Security

- (a) The Service Provider shall take reasonable precautions to ensure that any Staff member who may come into contact with Clients served under this Agreement does not pose a risk to any Client served under this Agreement.
- (b) The Service Provider shall ensure that any Staff providing Services under this Agreement has a clear criminal records check, which includes a vulnerable sector search, prior to the Term of this Agreement, provided the check is not dated earlier than ninety (90) days of the date the Services are commenced. Without limiting the generality of the foregoing, the Service Provider shall require all Staff to immediately disclose to the Service Provider any proceedings regarding the Staff member’s professional status which have resulted in sanctions, any criminal convictions arising from the *Criminal Code* (Canada) or the *Controlled Drugs and Substances Act* (Canada), and/or any criminal charges arising under Applicable Laws.

- (c) The Service Provider shall obtain from the Staff all authorizations required to complete the background checks referred to in this Section 7.2, shall review each of these background checks, shall document those reviews in writing and shall retain the authorizations, documented reviews and background checks on file, to be provided to HHN upon request.

ARTICLE 8 PERFORMANCE REVIEW

8.1 Records, Right to Inspect and Audit

- (a) The Service Provider shall keep detailed, proper and accurate books, records, time sheets, accounts, computer files and documents related to the Services (the “Records”).
- (b) The Service Provider shall undertake all reasonable requests from HHN to provide any part, or the entirety, of the Records to HHN or HHN’s designated representative, as may be required to allow HHN to determine whether the Service Provider is in compliance with the provisions of this Agreement, to the extent permitted by law. (c)

During the Term and for two (2) years following the Term, HHN shall have the right to:

- (i) inspect and audit the equipment, facilities, and Records (including the right to copy any such Records) related to the Services;
- (ii) interview any Staff member of the Service Provider for the purpose of determining whether the Service Provider is in compliance with the requirements of this Agreement; and
- (iii) observe the Service Provider and its Staff in the conduct of providing the Services, no matter where such conduct takes place.

HHN shall provide the Service Provider with three (3) days’ prior notice of its intent to exercise its rights under this Section 8.1(c), except for audits related to the privacy and security of Confidential Information which shall not require advance notice.

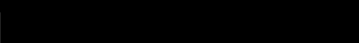
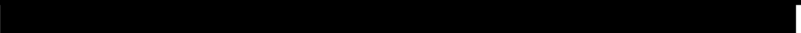
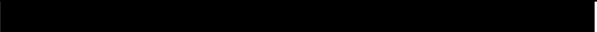
- (d) Where an audit of the Records reveals that the Service Provider has charged HHN amounts for which Service Fees were not payable at the time when the Service Fees were payable, the Service Provider shall, within thirty (30) days from the receipt of a written statement of overcharges from HHN, pay to HHN an amount equal to one hundred (100%) percent of the overcharged amount in addition to all reasonable costs incurred by HHN in the inspection or audit, unless otherwise expressly agreed to in writing by HHN.

ARTICLE 9 INDEMNITY AND INSURANCE

9.1 Indemnity and Limitation to Liability

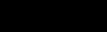
22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)



9.2 Insurance

22(1)(c)(i), 22(1)(c)(ii)



22(1)(c)(i), 22(1)(c)(ii)



- (b) If the Service Provider utilizes tools or equipment in the performance of the Services under this Agreement, the Service Provider shall, at its sole cost and expense, obtain and maintain in force during the Term, Equipment Floater Insurance (Tools and Equipment Insurance) covering physical damage to or loss of all major tools and equipment, construction office trailers and their contents, and vehicles for which the Service Provider is responsible.
- (c) Certificates of insurance in form satisfactory to HHN shall be supplied to HHN evidencing that the above referenced insurance is in force, that not less than thirty (30) days written notice shall be given HHN prior to any cancellation or restrictive modification of the policies and that the waivers of subrogation are in force. At HHN's request, the Service Provider shall provide a certified copy of each insurance policy required under this Agreement.
- (d) The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by HHN. The fact that the Service Provider has obtained the insurance required in this Section 9.2 shall in no manner lessen nor affect the Service Provider's other obligations or liabilities set forth in this Agreement.

9.3 Dispute Resolution

(a) In the event of a dispute, upon the written request of either Party, senior managers from each of the Parties shall meet and negotiate in good faith without the necessity of any formal proceedings. The Parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after the expiration or termination of this Agreement, which touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the Parties or any matter arising out of, or in connection with this Agreement, promptly and in a professional and amicable manner.

(b) If a dispute remains unresolved after twenty (20) Business Days of being referred to the senior management of the Parties for negotiation or resolution, then either Party may initiate arbitration of the dispute pursuant to the terms hereof. Subject to any matters

or issues specifically excluded from arbitration pursuant to the provisions of Section 9.3(c) of this Agreement, any dispute that has proceeded through senior management without resolution shall be submitted for arbitration in accordance with the following requirements:

- (i) The arbitration process shall be commenced by one Party to the dispute providing a written notice to the other Party to the effect that the notifying Party wishes to have the dispute resolved by binding arbitration. The arbitration shall be conducted in the City of Fredericton or Saint Johns, at the option of HHN, by a single arbitrator with suitable expertise to be agreed upon by the Parties. If the Parties cannot agree on an arbitrator within ten (10) days of the written notice being delivered, either Party may apply to a judge of the Court of Queens Bench to appoint an arbitrator in accordance with the *Arbitration Act* (New Brunswick), with written notice to the other Party.
- (ii) The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs, and may require the Parties make some or all of their submissions in writing or in any other manner which the arbitrator considers appropriate. The Parties intend to limit live testimony and cross-examinations to the extent necessary to ensure a fair hearing on material issues.
- (iii) The arbitrator shall issue a written decision within thirty (30) days of the arbitration. The written decision of the arbitrator shall contain a brief statement of each dispute, the decision of the arbitrator with respect to such dispute, the reasons for such decision and an apportionment of costs for the arbitration process. The arbitrator's decisions in the dispute shall be final and binding, with no recourse to appeal.
- (iv) The Parties desire that the arbitration shall be conducted in strict confidence and that there shall be no disclosure to any person (other than as necessary to carry out the arbitration) of the existence of the dispute or any aspect of the dispute.
- (v) Except as modified by this Section 9.3, the provisions of the *Arbitration Act* (New Brunswick), shall govern the arbitration process.

- (vi) The Parties shall continue the performance of their respective obligations during the resolution of any dispute or disagreement, including during any period of arbitration, unless and until the Agreement is terminated or expires in accordance with its terms and conditions.

(c) Exceptions from Dispute Resolution

Disputes on any of the following matters are expressly excluded from the provisions of Section 9.3 and accordingly the action(s) or decision(s) of the Party entitled to take the subject action(s) or make the subject decision(s) is final and binding unless the Parties mutually agree otherwise in writing:

- (i) any Claims governed under the express terms of any insurance policies required to be provided pursuant to this Agreement; and
- (ii) HHN' decision to terminate this Agreement without cause.

(d) Injunctive Relief

In addition to the remedies provided elsewhere in this Agreement, in the event that any of the obligations of either Party set forth in this Agreement are breached, the other Party shall, if appropriate, have the right to seek injunctive relief to prevent the ongoing breach of such obligations.

ARTICLE 10 NOTICE

10.1 Address and Form

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail or written electronic communication which results in a written or printed notice being given, to the applicable address set forth below:

If to HHN:

Address:

Concurrent notices shall be addressed to:

Corporate Office

Horizon Health Network

Woodbridge Centre

180 Woodbridge St.

Fredericton, NB

E3B 4R3

Address:

If to the Service Provider:

Address:

6D - 7398 Yonge St Unit # 684
Thornhill, ON L4J 8J2

Attention: **Marcus Koppisch**, Director
Attention: **Tomer Brener**, Director

Email: info@auguryhealth.ca

A Party may change its address for notice by notifying the other Party to this Agreement, in writing, in the manner permitted in this Agreement.

10.2 Time of Delivery

Any demand, notice or communication made or given by personal delivery during normal business hours at the place of receipt on a Business Day shall be deemed to have been made or given at the time of actual delivery or, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail, or if given by electronic communication, on the day after transmittal thereof if given during the normal business hours of the recipient, and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

ARTICLE 11 GENERAL PROVISIONS

11.1 Assignment and Fundamental Change

- (a) HHN shall not assign this Agreement in whole or in part or without the prior written consent of the Service Provider, which may not be arbitrarily and unreasonably withheld.
- (b) The Service Provider shall not assign this Agreement in whole or in part or without the prior written consent of HHN, which may be arbitrarily and unreasonably withheld. Any Fundamental Change by the Service Provider shall be deemed to be an assignment of this Agreement by the Service Provider. Notwithstanding the foregoing, the Service Provider shall have the right to assign this Agreement to an affiliate (as such term is used in the Business Corporations Act (Canada)) with the prior written consent of HHN, which may not be arbitrarily and unreasonably withheld.

11.2 Independence

Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of partnership or joint venture or a relationship of principal and agent,

employer-employee, master-servant, or franchisor-franchisee between or among the Parties and no provision contained in this Agreement shall be deemed to construe the role of the Service Provider other than an independent contractor. Except as specifically authorized in this Agreement, the Service Provider shall not have any authority of any kind to act on behalf of HHN and shall not purport to do so.

11.3 Force Majeure

- (a) Delay in, or failure of, a Party to carry out the duties, undertakings or obligations imposed on that Party pursuant to this Agreement shall not be deemed to be a breach under this Agreement if such delay or failure results from an event of Force Majeure.
- (b) The Party alleging a Force Majeure event shall notify the other Party in writing within three (3) days of obtaining knowledge of the occurrence of the Force Majeure circumstance. If the event of Force Majeure may have a negative impact on Client care, notice shall be provided as soon as the event of Force Majeure is known to the Service Provider. The notice shall include a report containing particulars of the Force Majeure including the anticipated duration thereof and assurances that reasonable action is, or shall be, taken to avoid or minimize its effects and the obligations under this Agreement that will be affected by the event.
- (c) In every case the Party alleging a Force Majeure event shall take reasonable action and undertake reasonably necessary measures to resume as soon as reasonably possible the performance of its duties, undertakings and obligations under this Agreement affected by the Force Majeure event.
- (d) Neither Party shall be liable for failure to perform any of its obligations under this Agreement, if and to the extent its performance is prevented, hindered or delayed by a Force Majeure event. The occurrence of a Force Majeure event shall not release the affected Party from its obligations hereunder, but shall merely suspend the performance of any obligation so prevented, hindered or delayed during the period of continuance of the Force Majeure event.
- (e) If a Force Majeure event results in the Service Provider being unable to perform the Services for a period of time that HHN considers, in its sole discretion, to be unreasonable given the nature of the Services, HHN shall have the right to terminate this Agreement on twenty-four (24) hours notice without any cost, penalty or process of law.

11.4 Amendment; Waiver

- (a) This Agreement may not be amended or supplemented except by written instrument that is signed by a duly authorized representative of the Parties and expressly states that it is intended to amend or supplement, as the case may be, this Agreement.
- (b) No indulgence or forbearance by any Party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other Party and any such waiver, in order to be binding upon a Party, must be expressed in

writing and signed by such Party and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.

11.5 Survival

Neither the expiration nor the earlier termination of this Agreement will release either Party from any obligation or liability which accrued prior to such expiration or termination. The Parties agree that the provisions of this Agreement requiring performance or fulfillment after the expiration or early termination of this Agreement, including provisions set out in Sections 5.1, 5.2 and Articles 6 and 9 and such other provisions as are necessary for the interpretation thereof, the nature and intent of which is to survive termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

11.6 Whole Agreement

This Agreement and the Service Request(s), together with any other agreements or documents that are required or contemplated to be delivered pursuant hereto consistent the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written.

11.7 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including successors by reason of a Fundamental Change of any Party) and permitted assigns or, if the Service Provider is an individual, this Agreement enures to the benefit of and is binding upon its heirs, attorneys, guardians, estate trustees, executors, trustees and permitted assigns.

11.8 Further Assurances

Each of the Parties shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to, better evidence or perfect the full intent and meaning of this Agreement.

11.9 Effective Date

This Agreement is the written memorandum and documentation of a verbal agreement entered into between the Parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the Parties agree that the terms and conditions of this Agreement have operated as between them and been effective as of the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11.10 Execution and Delivery

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such Party.

IN WITNESS WHEREOF each of the Parties has executed the Agreement as of the Effective

Date. **Horizon Healt** 21(1)

Per: (Name Signature)

Name: Kerry Kennedy

Title: Director, Talent Acquisition

Date: March 15, 2023

Per: (Name Signature)

Name: Tomer Brener

Title: Director of Operations

Date: March 16, 2023

Per: (Name Signature)

Name: Marcus Koppisch

Title: Executive Director

Date: 03/15/2023

SCHEDULE "A" DEFINITIONS

Each of the words and phrases used herein that are not otherwise defined shall, when capitalized, have the following meaning ascribed to it.

"Agreement" means this agreement entitled "Agreement for Provision of Clinical Services" and all Schedules annexed to this Agreement and otherwise incorporated in the Agreement.

"HHN" has the meaning ascribed to it in the preamble of this Agreement.

“HHN Employee” means all individuals employed or otherwise retained by HHN or any HHN subsidiary.

“HHN Policies” means the bylaws, policies, procedures and directives of HHN described in Schedule “G” and communicated to the Service Provider during the Term, as amended from time to time.

“HHN Representative” means the staff of HHN Human Resources (HR) Talent Acquisition.

“Applicable Laws” means FOIPP, HIA, the *Personal Information Protection Act* (New Brunswick), the *Income Tax Act (Canada)*, the *Canada Pension Plan Act*, the *Employment Insurance Act*, the *Protection for Persons in Care Act* (New Brunswick), the *Public Health Act* (New Brunswick), the *Government Organization Act* (New Brunswick), the *Health Professions Act* (New Brunswick), the *Worker’s Compensation Act* (New Brunswick), the *Occupational Health and Safety Act* (New Brunswick) and environmental protection legislation and all relevant regulations thereto, together with all other federal, provincial, and municipal laws, rules, orders, regulations, bylaws in force and applicable to the Service Provider or the Services, all as amended from time to time.

“Business Day” means any day, other than Saturday, Sunday or any statutory holiday in the Province of New Brunswick.

“CIS” means HHN’ computer information systems.

“Claims” includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages, or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, known or unknown, including loss of value, professional fees, including fees and disbursements of legal counsel on a solicitor-HHN basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“Client” means any individual receiving or attempting to receive the benefit of health care services provided by HHN.

“College” means the College of Registered Nurses of New Brunswick, the College of Licensed Practical Nurses of New Brunswick, the New Brunswick Health Care Aide Directory, the College of Registered Psychiatric Nurses of New Brunswick, the New Brunswick College of Social Workers and the New Brunswick College of Occupational Therapists, as applicable.

“CUA” means the Confidentiality and User Agreement attached to and incorporated into this Agreement as Schedule “I”.

“Effective Date” means the date detailed on the first page of this Agreement.

“FOIPP” means *Freedom of Information and Protection of Privacy Act* (New Brunswick). **“Force Majeure”** means circumstances and conditions beyond the control of the Party affected which render it impossible for that Party to fulfill its obligations under this Agreement or which will delay such fulfillment. Force Majeure shall include, but not be limited to, war, acts of God, a foreign enemy, civil war, earthquake, flood, fire or other natural physical disaster, change in government

policy or legislation or other matters similar in nature or severity to the herein mentioned. Without limiting the generality of the foregoing, an event of Force Majeure does not include a pandemic or similar form of epidemic or, for greater certainty, financial hardship, a change in government policy, legislation or administration that simply makes the performance of the affected Party's obligations under this Agreement more difficult but does not render it impossible for that Party to fulfill its obligations under this Agreement or substantially delay such fulfillment.

"Fundamental Change" means any change to a corporation as set out in Part 14 of the *Business Corporations Act* (New Brunswick).

"Health Information" has the meaning ascribed to it in the HIA.

"HIA" means the *Health Information Act* (New Brunswick).

"Identified Employee" has the meaning ascribed to it in Section 2.5(a) of this Agreement.

"IPC Standards" means the Infection Prevention and Control Standards described in Schedule "E", as amended from time to time.

"Minister" means the Minister of Health for the Province of New Brunswick.

"Others" has the meaning ascribed to it in Section 9.1(a) of this Agreement.

"Party" means HHN or the Service Provider and **"Parties"** means HHN and the Service Provider and their respective successors and permitted assigns.

"Personal Information" has the meaning ascribed to it in the FOIPP.

"Professional Governing Body" means any governing body having legislative authority to admit, control or regulate any of the persons engaged in performance of the Services and includes without limitation and where applicable, the College.

"Records" has the meaning ascribed to it in Section 8.1(a).

"Restricted Activities" all "restricted activities", as defined within Schedule 7.1 of the *Government Organization Act* (New Brunswick).

"Service Fees" means the fees payable by HHN to the Service Provider for the performance of the Services as more particularly set out in Schedule "B" hereto.

"Service Provider" has the meaning ascribed to it in the preamble of this Agreement.

"Service Request" means any Service Request prepared and executed in accordance with Section 2.1.

"Services" means the nursing services to be performed by the Service Provider as more particularly set out in a Service Request.

"Staff" means all individuals employed or otherwise retained by the Service Provider for any purpose related to the provision of the Services hereunder.

“Term” has the meaning ascribed to it in Section 3.1 of this Agreement.

SCHEDULE “B” SERVICE FEES AND INVOICING

1.1 Service Fees

A. Position and Hourly Rates:

Staff Category	Hourly Rate
Registered Nurse (RN)	22(1)(c)(i), 22(1)(c)(ii)
RN Specialized Services	22(1)(c)(i), 22(1)(c)(ii)
Licensed Practical Nurse (LPN)/(RPN)	22(1)(c)(i), 22(1)(c)(ii)
LPN/RPN Specialized Services	22(1)(c)(i), 22(1)(c)(ii)
Health Care Aide (HCA)	22(1)(c)(i), 22(1)(c)(ii)
Nurse Practitioner (NP)	22(1)(c)(i), 22(1)(c)(ii)
Respiratory Therapist (RT)	22(1)(c)(i), 22(1)(c)(ii)
Nurse Manager (NM)	22(1)(c)(i), 22(1)(c)(ii)
Mental Health Therapist (MHT)	22(1)(c)(i), 22(1)(c)(ii)

Notes:

- “Specialized Services” means the RNs or LPN/RPNs working in the following units: Intensive Care Unit (ICU/NICU/PICU), Emergency Department, Operating Room, Obstetrics, Inpatient Psychiatry and Home Care.
- Hourly rate is paid to the Service Provider, not necessarily the rate the Staff receives.
- RN and LPN/RPNs skills and experiences need to match Priority Assignment and/or Specialized Services.

B. Other Rates and Benefits

- Any New Brunswick statutory holidays worked will be billed at 1.5 times the hourly rate.
- Overtime will be billed at 1.5 times the hourly rate.
 - All overtime hours must be pre-approved by HHN site manager.
 - 8.00 hour shifts will net 8 billable hours, with designated meal breaks as directed by the HHN site manager or HHN HR Talent Acquisition. Overtime is paid for hours exceeding 8.00 hours per day. Staff are provided with 2 – 15 minute paid coffee

breaks and 1 – 30 minute paid meal break unless otherwise noted by HHN HR Talent Acquisition or the HHN site manager.

- 12.00 hour shifts will net 12 billable hours, with designated meal breaks as directed by the HHN site manager or HHN HR Talent Acquisition. Overtime is paid for hours exceeding 12 hours per day. Staff are provided with 3 – 15 minute paid coffee breaks and 1 – 30 minute paid meal breaks unless otherwise noted by HHN or the HHN site manager.
 - Regular shift is up to a maximum of 80 hours over the two-week period. Additional workday over this period is billed overtime. Period starts Monday of the week the Staff started the assignment in HHN. Notwithstanding the above, overtime is paid for hours exceeding 8.00 hours or 12.00 hours a day depending on assigned shift.
 - HHN site manager will determine the shift times, coffee break times and meal break times.
3. On-call duty time will be billed at 22(1)(c)(i), 22(1)(c)(ii) On-Call will be required for the following shifts: Evenings / Nights / Weekends. On-call duty is defined as any period during which a Staff is not on regular duty and during which the Staff is on-call and must be reasonably available to respond without undue delay to any request to report for duty. For each occasion that a Staff is called back to duty during the Staff's on-call period, in addition to the payment received for being on-call, HHN will pay overtime billed at 1.5 times the hourly rate.
4. RN/LPN/RPNs charge nurse assignment billed additional 22(1)(c)(i), 22(1)(c)(ii)
5. Provide each Staff member on assignment with an 24.00 hours paid orientation prior to that person providing Services
6. Pay for any mandatory educational in-service training that Staff are required to attend, request for training to be submitted in writing to Service Provider.
7. 22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Notes:

a) HHN will not pay anything other than as reasonably stated above.

b) 22(1)(c)(i), 22(1)(c)(ii)

[REDACTED]

[REDACTED]

[REDACTED]

- d) Schedule will be provided to the Staff seven (7) days in advance.
- e) Unit schedule – Staff are expected to work the following shifts: Days / Evenings Nights / Weekends / On-Call.
- f) HHN site manager maintains the ability to short notice change of the Staff's schedule with a minimum notice period of 48 hours.
- g) The Staff may be asked and will be expected to stay for over-time or call back pending staffing levels.

1.2 Invoicing

Service Provider will provide and collect time sheets for its Staff and submit **bi-weekly** invoices to HHN detailing the services, time, dates and rates applicable for each Staff member. Each invoice (per Staff) with the details will be submitted as one separate PDF file, applicable details may include but not limited to reimbursements for flights, accommodations, rental vehicles or other transportation expenses, email approvals/confirmations and signed timesheet(s) for validation of hours. Invoices should be sent by email to [REDACTED] clearly indicating in the header the Service Provider's **legal name** (also as "remit to"/"payable to"), **Staff name**, **HHN contract number** and **requesting director's full name** as referenced in the Service Request Form/Schedule "C", Part A. Incomplete or improper submission of invoices may be rejected and may result in delays of processing the payment.

HHN will not be accountable to any delayed payment/s due to submitted invoices with incomplete details or lack of supporting documents as mentioned above. The Service Provider is responsible for ensuring that all supporting documents and/or approval is acquired prior to submission of an invoice.

SCHEDULE "C" SERVICE REQUEST FORM

1.1 Agreement for the Provision of Clinical Services

This Service Request Form is part of and is governed in accordance with the Agreement for the Provision of Clinical Services entered into by Horizon Health Network and KO Med Staff Inc./Augury Healthcare dated January 1, 2023, effective until December 31, 2025.

Note: This page (Part A) is to be completed by HHN requesting site/representative. Complete a form for each professional designation (ie RN, LPN/RPN etc). HHN will utilize the HHN contracted travel agency unless approved otherwise. Any changes in the Services requested must be documented.

Representatives for the Service Provider

Attention: Marcus Koppisch
Email: **21(1)**@auguryhealth.ca
Contact #: **21(1)**

Approving	Name (Print):	Marcus Koppisch	Title:	Director of Augury Healthcare Authorizing Signatory
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Service Provider Rep:	Signature:	21(1)	Date:	2023-02-10 Original Draft 2023-03-15 Signed
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Attention: Tomer Brener
 Email: tbrener@auguryhealth.ca
 Contact #: 21(1)

Approving Service Provider Rep:	Name (Print):	Tomer Brener	Title:	Director and Client Procurement and Service Manager of Augury Healthcare
	Signature:	<i>Tomer Brener</i>	Date:	2023-02-10 Original Draft 2023-03-15 Signed

SCHEDULE "D" INCIDENT REPORTING PROCESS

The Service Provider is required to ensure that the Staff report all situations where Clients have suffered harm or experienced close calls and any hazards that could lead to Client harm in accordance with the following grid:

Event	When to Report	Contact Person/Info
Hospital Transfers	To be reported immediately, irrespective of level of Harm	HHN Representative or HHN site manager
Severe Harm (critical incident)	To be reported immediately in reasonable detail, with follow up report in complete detail to be submitted within 24 hours of event	HHN Representative or HHN site manager

Moderate and Minimal Harm	To be reported in complete detail within 72 hours of event	HHN Representative or HHN site manager
No Apparent Harm, Hazards and Close Calls	To be reported in complete detail within 30 days of event	HHN Representative or HHN site manager

Definitions

“Close Call” means a situation where a Client was nearly harmed, but for one or more reasons, the Client was ‘saved’ from harm.

“Harm” means an unexpected or normally avoidable outcome relating to the Service Providers’ Services that negatively affects a Client’s health and/or quality of life and occurs while the Client is at the Facility or within ten (10) days of the Client’s visit, including but not limited to:

- Severe Harm (critical incident) - Client attempts suicide, suffers death, complete loss of limb or organ function or requires intervention to sustain life.
- Moderate Harm - Client suffers partial loss of limb or organ function.
- Minimal Harm - Client suffers any form of harm that is less extensive and does not involve death, loss of limb or organ function, and may include clusters of infections among Clients treated in the Facility.
- No Apparent Harm – at the time of the event or reporting of the event, the Client does not appear to suffer any harm, but could do so in the future.

“Hazard” means something that has the potential to contribute to harm or something that could harm an individual and includes any circumstance not described herein and considered a “reportable incident” at any time by the College, any other Professional Governing Body having jurisdiction or under any applicable laws.

SCHEDULE “E” INFECTION PREVENTION AND CONTROL

1.1 Standards

The IPC Standards in force on the Effective Date include, but are not limited to, the following, all as amended, published or adopted by the applicable regulating body after the Effective Date:

- (a) the New Brunswick Health Infection Prevention and Control standards, which, at the Effective Date, include

- (i) Standards for Infection Prevention and Control Accountability and Reporting (May 12, 2011);
 - (ii) Reusable & single-use medical devices standards: standards for the reprocessing of reusable medical devices and for the use of single-use medical devices in all health care facilities and settings (September 1, 2019);
- (b) the New Brunswick Health letter to Regulatory Body Registrars dated April 17, 2008, which specifies that: "Reusable medical devices may only be distributed or imported by a body that holds an Establishment License issued by Health Canada."

1.2 Service Provider Obligations

- (a) The Service Provider shall obtain copies of the IPC Standards described in Section 1.1(a) of this Schedule from time to time during the Term from the Minister's website
- (b) The Service Provider shall obtain information about the approval and licensing of reusable medical devices under Section 1.1(b) of the Schedule from Health Canada or by consulting Health Canada's website

1.3 Infection Prevention and Control (IPC) Reporting

The Service Provider shall provide HHN with a report on IPC related indicators from time to time upon request by HHN and in any event, no less than 30 days of each Fiscal Year of the Term.

SCHEDULE "F" PATIENT CONCERNS RESOLUTION PROCESS

The following is a summary of the requirements for managing patient concerns.

1. The Service Provider shall develop a process for managing concerns that:
 - a) Recognizes that all New Brunswick residents are entitled to express concerns regarding their health care experience;
 - b) Is consistent with, and adheres to relevant legislation including the *Patient Concerns Resolution Process Regulation (124/2006) (New Brunswick)*, together with all other federal and provincial laws, regulations, orders, standards and directives in force and applicable to patient concerns under this Agreement; and
 - c) Aligns with the Horizon Health Network Patient Concerns Resolution Process.
2. The resolution of concerns/complaints should occur as close to the point of service as possible and involve the appropriate people within its organization, regardless of where the feedback is received.
3. The Service Provider shall:

- a) Develop a process to address concerns which defines the following: i. How complainants may express a concern within the organization; and ii. How concerns will be reviewed, addressed and responded to.
- b) Develop public messaging which describes how to bring forward a concern and includes references to the Patient Concerns Officer (PCO).
- c) Collaborate with the PCO to:
 - i. address concerns involving both the Service Provider and HHN to ensure a seamless process for the complainant;
 - ii. address concerns brought directly to the PCO; and
 - iii. address recommendations for improvement of concerns management as identified through reviewing a concern.

SCHEDULE “G” HHN POLICIES

Horizon Health Network is established and governed by a range of documents including legislation, bylaws, guidelines, directives and policies. The Service Provider, its representatives, and any contractors thereof will follow HHN Policies applying to contracted service providers which are generically assumed, listed, and briefly defined.

1. Horizon Health Network Bylaws:

Conflict of Interest Bylaw

- Promotes a standard of conduct to preserve and enhance public confidence in the integrity, objectivity, and impartiality of HHN’s decision-making processes, and assist persons acting on behalf of HHN to avoid, mitigate or manage Conflict of Interest situations.

Code of Conduct

- The HHN Code of Conduct outlines the values, principles, and standards to guide the behavior of persons acting on behalf of HHN.

2. Horizon Health Network Policies:

Corporate Accountability and Financial Stewardship

- ***Communications (Internal and External)***

Communication on behalf of HHN, whether internal or external, shall consistently and accurately reflect HHN' mission, goals, values, principles, mandate, strategic direction, and visual identity.

- ***Social Media***

This policy sets out the requirements for the development and maintenance of official HHN social media pages.

Information and Technology Management

- ***Access to Information (Physical, Electronic, Remote)***

Sets out requirements and responsibilities for physical, administrative and technical access controls at all HHN facilities containing information and storage, IT resources, information, and information systems. The purpose of the controls is to protect the security of HHN IT resources, facilities, and to safeguard health and personal information.

- ***Contractor Requirements for Security and Privacy of Information and IT Resources***

Outlines to contractors and individuals negotiating, or managing contracts on behalf of HHN the security requirements for using or accessing HHN Information or IT resources.

- ***Transmission of Information by Facsimile or Electronic Mail***

This policy outlines the conditions by which information in the custody or control of HHN may be transmitted by facsimile or electronic mail.

- ***Delegation of Authority and Responsibilities for Compliance with FOIPP and the HIA***

This policy sets out the delegation of authority and responsibilities to ensure the collection, use, access and disclosure of personal information and health information in the custody or control of HHN complies with applicable legislation.

- ***Collection, Access, Use, and Disclosure of Information***

This policy outlines the requirements for the collection, access, use or disclosure of personal

and health information in the control or custody of HHN in compliance with applicable legislation.

- *Information Technology Acceptable Use*

Sets out acceptable use of HHN IT resources. All users are required to comply with applicable HHN policies and procedures regarding information and IT resource security, access and use, and privacy, and confidentiality.

- *Information Security and Privacy Safeguards*

Sets out basic rules governing the safeguarding of HHN information.

- *Privacy Protection and Information Access*

Sets out requirements for access to information at HHN.

- *Privacy Impact Assessments*

Establishes requirement for creating and submitting privacy impact assessments in relation to any administrative or technical process that involves access to health information.

- *Records Management*

This policy sets out the requirements for managing and protecting the integrity of records created and maintained by, or on behalf of HHN.

- *Records Retention Schedule*

The Records Retention Schedule governs how HHN electronic, email and paper documents/ records are organized, how long records are retained, and when records must be destroyed or archived.

- *Procedure: Records Destruction*

This procedure outlines requirements to minimize the risks associated with the destruction of official records by ensuring records are destroyed safely, securely, and at the correct time.

- *Procedure: Transitory Records*

Sets out the framework for the management of transitory records to ensure this type of record is not unnecessarily retained in HHN resources. Includes appendices outlines how to identify and manage transitory records.

- *Procedure: Legal Hold*

This procedure sets out the requirements and responsibilities to preserve and secure HHN records during litigation and outlines the responsibilities for initiating, notifying, tracking, and removal of legal holds.

Patient Safety

- *Hand Hygiene and Hand Hygiene Procedure*

This policy and procedure standardize hand hygiene practice expectations and strengthen these to support patient safety.

- *Patient Concerns Resolution*

This policy is to facilitate a Patient Concerns Resolution Process within New Brunswick Health Services that is accessible, fair, consistent, transparent and timely.

- *Consent to Treatment/Procedure(s)*

This policy is to facilitate a Consent Process within Horizon Health Network that reflects good practice, contributes to patient safety, and enhances the patient experience.

Supportive Work Environment

- *Communicable Disease Assessment*

- *Occupational Exposure to Blood and Body Fluids*

The process for reporting and investigating incidents of exposure to blood and body fluids is outlined.

- *Workplace Violence: Prevention and Response*

The policy outlines strategies for the prevention of and response to violence against HHN staff members and representatives in the workplace.

- *Workplace Health and Safety*

This policy provides a safe and healthy work environment that protects the health and safety of all employees and other persons acting on behalf of HHN.

- *Immunization of Workers for COVID-19*

This policy sets out worker immunization for COVID-19 to protect the health and safety of workers, patients, and the communities HHN serves.

3. Horizon Health Network Directives:

Duties and Reporting Under the Protection for Persons in Care Act

- The Directive sets out the duties and reporting requirements in the new *Protection for Persons in Care Act* (New Brunswick) to ensure persons acting on behalf of HHN comply with the Act.

SCHEDULE “H” INFORMATION MANAGEMENT SCHEDULE Background

- A. New Brunswick Health Services (“HHN”) is a “**public body**” under the *Freedom of Information and Protection of Privacy Act*, RSA 2000 c F-25 (“**FOIP**”) and a “**custodian**” of “**Health Information**” as those terms are defined under the *Health Information Act*, RSA 2000 c H-5 (“**HIA**”).
- B. The Services being provided by the Service Provider under the agreement for services (“**Services Agreement**”) to which this Information Management Schedule (“**Schedule**”) is attached and forms part of, involve the **collection, use, disclosure, processing, storage, retrieval, disposition, stripping, encoding, de-identifying, re-identifying, disposition, or destruction of Health Information and/or the provision of information management or information technology services to HHN in a manner that uses Health Information** (each such activity constituting a “**Processing**” of Health Information).
- C. Due to the nature of the Services provided to HHN by the Service Provider, the Service Provider is HHN’s “**Information Manager**” and “**Affiliate**”, as those terms are defined under sections 66(1) and 1(a) of the HIA.
- D. The HIA and the *Health Information Regulation* (“**HI Regulation**”) require HHN, as the custodian of Health Information, to ensure that its Affiliates/Information Managers comply with the obligations set out therein and applicable HHN policies, while providing the Services to HHN.

In accordance with the preceding, the Service Provider agrees to comply with all requirements relating to Health Information in the Services Agreement, inclusive of the terms and conditions set out in this Information Management Schedule:

Purpose (HI Regulation, s. 7.2(a))

1. The purpose of this Schedule is to establish the objectives and principles that will govern the Processing of Health Information by the Service Provider in the delivery of its Services to HHN under the Services Agreement.
2. This Schedule is attached to and forms part of the Services Agreement to which it relates, and any reference herein to the Services Agreement shall without further reference include this Schedule.

Service Provider's Staff and Assignees

3. References to the Service Provider in this Schedule shall be deemed to include the Service Provider's directors, officers, employees, contractors, agents, representatives, affiliates, any third party engaged by the Service Provider for carrying out Processing duties, and any other persons for whom the Service Provider is legally responsible ("**Staff**") that is performing the Services for HHN under the Services Agreement
4. If under the Services Agreement the Service Provider is permitted to assign or subcontract all or part of its obligations to a sub-contractor, agent, representative, affiliate, sub-processor or other permitted assign, the Service Provider shall require such party to contractually assume the Service Provider's obligations relating to Health Information as set out in the Services Agreement.
5. If the provision of the Services requires direct access into HHN computer information systems or software, the Service Provider acknowledges and agrees that any individuals afforded access for that purpose will be individually required to: (a) comply with the requirements of HIA and the HI Regulation and all applicable HHN policies; (b) execute prescribed access, user, and confidentiality agreements; and (c) comply with any other system access requirements as may be prescribed by HHN from time to time.
6. The Service Provider will: (a) diligently monitor and supervise its Staff engaged in Processing Health Information for the Services; (b) limit access to Health Information to those persons with a need to access, use or know it for the provision of the Services; (c) require such persons to: (i) comply with HIA, the HI Regulation and the Service Provider's and HHN' applicable policies; (ii) undertake appropriate privacy training; and (iii) execute HHN' and Service Provider's confidentiality and/or user agreements in relation thereto.

Relationship of Service Provider to HHN (HIA s.1(a), 1(k), 62(2), 62(3), 62(4),66(4), 66(5), 66(6) and HI Regulation, s. 8(6))

7. HHN is the custodian of, and shall retain control over any Health Information collected, used or disclosed by the Service Provider or its Staff for the Services, including any Health Information that is stored or used outside of New Brunswick.
8. The Service Provider acknowledges that for the purposes of Processing Health Information as required for the Services, it is HHN' Affiliate and Information Manager as defined in the HIA, and any collection, use or disclosure of Health Information by the Service Provider in the

provision of the Services is deemed to have been a collection, use or disclosure of Health Information by HHN.

9. The Service Provider agrees to comply with all HIA and HI Regulation requirements imposed on HHN as the custodian of the Health Information and on the Service Provider as the Affiliate and Information Manager in relation thereto.
10. The Service provider will comply with all applicable HHN policies in relation to the Processing of Health Information for the Services, including those set out in Appendix “A” to this Schedule.
11. The Service Provider will be aware of and adhere to HHN’ applicable administrative, technical and physical safeguards in respect of Health Information.
12. The requirements relating to the Processing of Health Information in the Services Agreement (including this Schedule) shall apply to Health Information that is stored and used inside or outside of New Brunswick.

Privacy Impact Assessment (HIA, s. 64)

13. Prior to the commencement of the Services HHN must prepare a privacy impact assessment (“**PIA**”) and submit it to the Office of the Information and Privacy Commissioner of New Brunswick (“**OIPC**”).
14. The Service Provider will provide to HHN all relevant and material information about its administrative, physical and technical safeguards and technical systems that will protect the confidentiality, privacy and integrity of Health Information, and HHN will use and rely upon that information for the preparation of the PIA.
15. If there are any relevant or material changes to the administrative, physical or technical safeguards employed by the Service Provider to protect Health Information, the Service Provider will promptly notify HHN and cooperate with HHN to evaluate the change and amend the PIA accordingly.

General Requirements for the Services (HIA, s. 20(1)(b), 22, 24, 28, 43, 57 and 58)

16. The Service Provider may only collect, use or disclose Health Information to perform its duties for HHN as set out in the Services Agreement.
17. The Service Provider agrees to collect only as much Health Information as is necessary and directly related to the provision of the Services.
18. The Service Provider will collect Health Information directly from the individual to whom it relates unless indirect collection is authorized in the Services Agreement, or otherwise authorized in writing by HHN.
19. The Service Provider will only collect, use and disclose as much Health Information as is essential for the purpose of providing the Services, and to the highest degree of anonymity possible for the Services.

Restrictions on Processing (HIA, s. 66(4) and 69 and HI Regulation, s. 7.2)

20. The Service Provider will not collect Health Information from another custodian or person unless expressly provided for in the Services identified under the Services Agreement.

21. The Service Provider will not use or disclose Health Information unless required for the Services and then only in the manner permitted in the Services Agreement.
22. The Service Provider will segregate Health Information from other information, and not match or in any way combine the Health Information with any other data or information unless expressly required for the Services, and then only in the manner provided for in the Services Agreement.
23. If the Service Provider is required to disclose Health Information in response to a court order, warrant, subpoena, demand or as otherwise required by law, Service Provider will promptly, and in any event not later than 3 business days of receiving notice of such requirement, inform HHN of such requirement, provide to HHN any documents or records relating thereto, and cooperate with HHN to develop a response to such requirement.

Requests and Expressed Wishes (HIA, s. 12, 13, 58(2) and HI Regulation, s. 7.2)

24. The Service Provider will promptly refer to HHN any requests to access or disclose Health Information, requests to amend or correct Health Information or any expressed wishes received from an individual to whom the Health Information relates, and comply with HHN' written direction in relation thereto.

Health Information Security Requirements (HIA, s. 60(1), 60(2), 62(2), 62(3), and 66(6) and HI Regulation, s. 8(1), 8(2), 8(3), 8(4), 8(6))

25. The Service Provider will provide to HHN all material and relevant information about its administrative, physical and technical safeguards to protect Health Information, including relevant policies, procedures and system security as reasonably necessary to allow HHN to audit and monitor compliance with the terms and conditions of the Services Agreement that relate to the Processing of Health Information.
26. The Service Provider shall, upon HHN' request provide identifying information of the individuals engaged in Processing Health Information for the Services as may be required for HHN auditing, monitoring or regulatory reporting and investigation purposes.
27. The Service Provider will:
 - (a) Designate a person who will be responsible for the overall security and protection of the Health Information; and
 - (b) Identify and maintain a written record of the administrative, physical and technical safeguards used to protect the confidentiality of Health Information and the privacy of the individuals to whom it relates, and periodically assess them to ensure that the security and confidentiality of the Health Information is protected from: (i) any reasonably anticipated threat or hazard or unauthorized access to or use or disclosure; and (ii) risks reasonably associated with electronic health records.
28. The Service Provider will regularly evaluate the safeguards it has in place for the Processing of Health Information to ensure that they reasonably protect the security, confidentiality, privacy and integrity of Health Information.

Return/Destruction of Health Information (HIA, s. 60(2) and HI Regulation, s. 7.2)

29. When the Services Agreement terminates, the Service Provider will, at HHN' option: (a) destroy the Health Information including any copies thereof, in a secure manner that renders all Health Information records permanently unrecoverable and deliver written confirmation of such destruction to HHN; or (b) return the Health Information to HHN in an encrypted or other secure manner, as directed by HHN.

Privacy Breach (HIA, s. 60.1 and HI Regulation, s. 8.2)

30. The Service Provider will diligently monitor all access, use and disclosure of Health Information and shall promptly, and in any event within three business days of becoming aware of any theft, loss, or access, use or disclosure of Health Information that is not authorized under the Services Agreement (each such event shall constituting a "**Privacy Breach**") report the Privacy Breach to the HHN' Information & Privacy Office.
31. In the event of a Privacy Breach, the Service Provider will promptly take all reasonable steps to stop the Privacy Breach and recover Health Information that was lost or compromised as a result of the Privacy Breach.
32. The Service Provider will provide to HHN such identifying information of its Staff and otherwise reasonably cooperate with HHN as required by HHN to allow it to comply with its legislative obligations to investigate Privacy Breaches and report on them to the affected individual(s), the Minister of Health and the OIPC.

Termination (HI Regulations, s. 7.2 and 8(7))

33. The provisions of the Services Agreement relating to the Service Provider's obligations in relation to the Processing of Health Information for the Services, including without limitation the provisions in this Schedule, shall survive termination of the Services Agreement.
34. If the Service Provider materially breaches the provisions of the Services Agreement relating to Health Information, such event shall constitute a material breach of the Services Agreement, and notwithstanding any other provision herein, HHN may immediately, or on such notice as it may deem appropriate, terminate the Services Agreement.

Remedies (HI Regulation, s. 8(7))

35. Notwithstanding any other provision in the Services Agreement, the Service Provider is responsible for the errors, actions, omissions, negligence, and wilful conduct of its Staff in relation to the Processing of Health Information for the Services.

Governing Law and Forum (HIA, s. 2 and 5)

36. Notwithstanding any other provision in the Services Agreement, matters relating to the Processing of Health Information for HHN under the Services Agreement are governed by HIA, and the forum for resolution of disputes shall be the courts and tribunals in New Brunswick with jurisdiction over those matters

Appendix “A” to the Information Management Schedule for Services Agreement

During the term of the Services Agreement the Service Provider will comply with all applicable HHN Information and Technology Management policies that relate to the Processing of Health Information under the Services Agreement

End of Schedule



Augury Healthcare

AMENDMENT AGREEMENT FOR PROVISION OF CLINICAL SERVICES

THIS AMENDMENT OF CLINICAL SERVICES AGREEMENT is made effective as of the 17th day of April, 2023 (the “**Effective Date**”).

BETWEEN:

Horizon Health Network
(“**HHN**”)

- and -

Augury Healthcare Inc. (Previously, KO Med Staff Inc.)
(the “**Service Provider**”)

(collectively, the “**Parties**” and each of them, a “**Party**”),

WHEREAS:

- A. HHN wishes to retain the Service Provider to perform the Services and the Service Provider desires to perform the Services from time to time, in each case in accordance with, and subject to, the terms and conditions of the previous agreement and this Agreement; and
- B. the Parties wish to define and clarify their respective rights and obligations with respect to the provision of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is irrevocably acknowledged, the Parties agree as follows:

ARTICLE 1 **Amended Terms**

1.1 Context

- (a) HHN wishes to continue to work with the Service Provider to expand on already offered services, as per the original **AGREEMENT FOR PROVISION OF CLINICAL SERVICES**, and provide further staffing services to a variety of clinical vacancies throughout the province of New Brunswick under HHN.

1.2 Non-Solicitation

- (a) The Service Provider will not, at any time during the Term or for a period of one (1) year after expiration or termination of this Agreement:
 - (i) solicit an employee, independent contractor or consultant of the other Party (an “**Identified Employee**”).
 - (ii) and ensure that candidates being employed under Augury Healthcare have not

been employed within the New Brunswick public system, including employment with a regional health authority (Horizon or Vitalité), the Government of New Brunswick, a nursing home, or Extra-Mural Program/Ambulance NB, in the last 12 months.

- (b) If a Staff member becomes an employee of HHN within a period of six (6) months after such Staff member has last provided Services pursuant to this Agreement, HHN agrees to pay a reasonable buy-out fee to the Service Provider as negotiated by the Parties, up to a maximum amount of 22(1)(c)(i), 22(1)(c)(ii). Final HHN buy-out must be approved by the director of HHN HR Talent Acquisition. Notwithstanding the foregoing, this Subsection 2.5(b) only applies in the event that the Staff member becomes an HHN employee and is based out of a facility within the same zone in which such individual was providing Services pursuant to this Agreement.

1.3 Amended Rates

(a) General Registered Nurses

Unless otherwise specified, all previous rates defined in the original AGREEMENT FOR PROVISION OF CLINICAL SERVICES remain with the exception of the Registered Nurse Rate which will change to a billable 22(1)(c)(i), 22(1)(c)(ii) per hour.

(b) Specialized Registered Nurses

Unless otherwise specified, all previous rates defined in the original AGREEMENT FOR PROVISION OF CLINICAL SERVICES remain with the exception of the Specialized Registered Nurse Rate which will change to a billable 22(1)(c)(i), 22(1)(c)(ii) per hour.

(c) Licensed Practical Nurse (LPN)/(RPN)

Unless otherwise specified, all previous rates defined in the original AGREEMENT FOR PROVISION OF CLINICAL SERVICES remain with the exception of the Licensed Practice Nurse (LPN)/(RPN) which will change to a billable 22(1)(c)(i), 22(1)(c)(ii) per hour.

Licensed Practical Nurse	22(1)(c)(i), 22(1)(c)(ii)
RN General	22(1)(c)(i), 22(1)(c)(ii)
Specialized RN	22(1)(c)(i), 22(1)(c)(ii)
Minimum Hours	22(1)(c)(i), 22(1)(c)(ii)

d) “**Specialized Services**” means the RNs or LPN/RPNs working in the following units: Intensive Care Unit (ICU/NICU/PICU), Emergency Department, Operating Room, Obstetrics, Inpatient Psychiatry and Home Care.

-Hourly rate is paid to the Service Provider, not necessarily the rate the Staff receives.

-RN and LPN/RPNs skills and experiences need to match Priority Assignment and/or Specialized Services.

e) A minimum of 37.5 hours weekly is guaranteed by HHN for services providers noted in section 1.3 a) through c).

ARTICLE 2

Contract Dates

2.1 Effective Date

This Agreement is the written memorandum and documentation of a verbal agreement entered into between the Parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the Parties agree that the terms and conditions of this Agreement have operated as between them and been effective as of the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2.2 Execution and Delivery

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has executed the Agreement as of the Effective Date.

Horizon Health Netw

Per: (Name Signature) _

21(1)

Name: Lisa Robinson Talent Acquisition Manager

Title:

Date: April 19 , 2023

Augury Healthcare Inc.

Per: (Name Signature): *Tomer Brener*

Name: Tomer Brener

Title: Operations Director

Date: April 17, 2023

Augury Healthcare Inc.

Per: (Name Signature): *Marcus Koppisch*

Name: Marcus Koppisch

Title: Executive Director

Date: April 17, 2023



Augury Healthcare

AMENDMENT AGREEMENT FOR PROVISION OF CLINICAL SERVICES

THIS AMENDMENT OF CLINICAL SERVICES AGREEMENT is made effective as of the 23ND day of March, 2023 (the “**Effective Date**”).

BETWEEN:

Horizon Health Network
 (“**HHN**”)

- and -

Augury Healthcare Inc. (Previously, KO Med Staff Inc.)
 (the “**Service Provider**”)

(collectively, the “**Parties**” and each of them, a “**Party**”),

WHEREAS:

- A. HHN wishes to retain the Service Provider to perform the Services and the Service Provider desires to perform the Services from time to time, in each case in accordance with, and subject to, the terms and conditions of the previous agreement and this Agreement; and
- B. the Parties wish to define and clarify their respective rights and obligations with respect to the provision of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is irrevocably acknowledged, the Parties agree as follows:

ARTICLE 1 **Amended Terms**

1.1 Context

- (a) HHN wishes to work with the Service Provider to expand on already offered services, as per the original **AGREEMENT FOR PROVISION OF CLINICAL SERVICES**, and provide further staffing services to a variety of inpatient programs located at: Dr. Everett Chalmers Regional Hospital (Fredericton), at 700 Priestman St. PO Box 9000 Fredericton, New Brunswick, E3B 5N5.

1.2 Non-Solicitation

- (a) The Service Provider will not, at any time during the Term or for a period of one (1) year after expiration or termination of this Agreement:
 - (i) solicit an employee, independent contractor or consultant of the other Party (an “**Identified Employee**”) or

(ii) divert or induce an Identified Employee to leave HHN' employ for employment or retention by the Service Provider to provide services which are the same as or similar to the Services. The Parties acknowledge and agree that this covenant shall exclude opportunities advertised by way of general invitation or posting to the public to solicit applications for employment or contracted services. For greater certainty, should an Identified Employee initiate an application for employment or contracted services solely in response to such public posting or invitation, the Parties agree that this covenant shall be of no force or effect. Notwithstanding the foregoing, in the event the Service Provider hires a former employee, independent contractor or consultant of HHN, the Service Provider shall ensure that such individual does not provide Services pursuant to this Agreement until such time as twelve (12) months has passed since such individual ceased to be employed or retained by HHN.

(b) If a Staff member becomes an employee of HHN within a period of six (6) months after such Staff member has last provided Services pursuant to this Agreement, HHN agrees to pay a reasonable buy-out fee to the Service Provider as negotiated by the Parties, up to a maximum amount of 22(1)(c)(i). Final HHN buy-out must be approved by the director of HHN HR Talent Acquisition. Notwithstanding the foregoing, this Subsection 2.5(b) only applies in the event that the Staff member becomes an HHN employee and is based out of a facility within the same zone in which such individual was providing Services pursuant to this Agreement.

1.3 Increased Rates

(a) Registered Nurses

Unless otherwise specified, all previous rates defined in the original AGREEMENT FOR PROVISION OF CLINICAL SERVICES remain with the exception of the Registered Nurse Rate which will increase to a billable 22(1)(c)(ii), 22(1)(c)(i).

ARTICLE 2 Contract Dates

2.1 Effective Date

This Agreement is the written memorandum and documentation of a verbal agreement entered into between the Parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the Parties agree that the terms and conditions of this Agreement have operated as between them and been effective as of the Effective Date to last for a duration of 12 weeks with the potential for extension and renegotiation.

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2.2 Execution and Delivery

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has executed the Agreement as of the Effective Date.

Horizon Health Net

21(1)

Per: (Name Signature)

Name:

Title:

Kerry Kennedy
Director, Talent Acquisition
March 27, 2023

Date:

Augury Healthcare Inc.

Per: (Name Signature) _____

Name:

Title:

Date:

Augury Healthcare Inc.

Per: (Name Signature) _____

Name:

Title:

Date:

STAFFING SERVICES MASTER AGREEMENT

THIS STAFFING SERVICES MASTER AGREEMENT (the “**Agreement**”) is dated Tuesday, September 27, 2022 (the “**Effective Date**”)

BETWEEN

SOLUTIONS STAFFING INC.
Private Health Care Staffing Agency
GST # 30(1)(b)
Business # 30(1)(b)
WCB # 681051
having an address at
Suite 908 – 938 Howe Street
Vancouver, BC V6Z 1N9
(hereinafter, the “**Service Provider**”)

AND

Horizon Health Network
155 Pleasant Street
Miramichi, NB E1V 1Y1

(hereinafter, the “**Facility**”)

*(collectively, the “**Parties**” and each of them, a “**Party**”),*

WHEREAS:

- A. The Facility wishes to retain the Service Provider to perform Staffing Services (as hereinafter defined) from time to time and the Service Provider desires to perform Staffing Services from time to time, in each case in accordance with, and subject to, the terms and conditions of this Agreement; and
- B. This Agreement describes the general and over-arching terms applicable to the non-exclusive relationship between the Service Provider and the Facility,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 - DEFINITIONS AND PRINCIPLES OF INTERPRETATION**1.1 DEFINITIONS**

In this Agreement, including its preamble and Schedules, unless something in the context is inconsistent therewith, capitalized terms have the meaning as set out in Schedule “A”.

1.2 CERTAIN PRINCIPLES OF INTERPRETATION

A. GOVERNING LAW

This Agreement and any Service Request shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to conflict of laws principles. Each Party hereto agrees to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia, and to any court having appeal jurisdiction therefrom, in respect of any matter arising out of this Agreement.

B. SEVERABILITY

In the event any term of this Agreement or any Service Request other than the obligations to perform the Staffing Services or pay the Service Fees shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement or the applicable Service Request shall not be affected, unless to do so would negate the intended purpose of the Agreement in question.

C. STATUTORY REFERENCES

Any reference to a statute includes the regulations made pursuant thereto, and all amendments made thereto and in force, from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or succeeding the statute referred to or the regulation made pursuant thereto.

D. TIME

Time is of the Essence: Failure to act within the time required constitutes a breach of the contract.

1.3 INCORPORATION OF SCHEDULES

The following attached Schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any references to this Agreement shall mean this Agreement including such Schedules:

Schedule "A" -Definitions

Schedule "B" -Service Request Form

The body of this Agreement shall have precedence over its Schedules.

ARTICLE 2 – STAFFING SERVICES

2.1 SERVICE REQUESTS

The Parties' respective representatives (as described in Section 2.4) may complete Service Requests in the form prescribed in Schedule "B" specifying the Staffing Services required by the Facility from time

to time during the Term. The Service Request shall set out the duration of such Staffing Services and, except as expressly provided therein to the contrary, shall be governed by and be subject to the provisions of this Agreement.

2.2 IMPLIED INCLUSION IN STAFFING SERVICES

The Staffing Services include any services, functions or responsibilities that are inherent, necessary or customarily performed as part of services similar in the nature and scope to the Staffing Services or which are reasonably required for the proper performance of the Staffing Services and all hardware, software, systems, equipment, facilities, personnel or other resources used or required to be used in order to perform the Staffing Services, whether or not expressly described in this Agreement or the applicable Service Request.

2.3 PERFORMANCE

The Service Provider represents and warrants that the Staffing Services shall be:

- A. provided in a conscientious, professional manner, with reasonable skill, care, and diligence, all in accordance with healthcare standards and otherwise in accordance with this Agreement and the applicable Service Request; and
- B. provided by Staff who are qualified and competent and have the appropriate skills and experience and approved by the Facility upon review to perform the duties assigned to them.

2.4 REPRESENTATIVES

The Service Provider's representative (as identified in the applicable Service Request) shall be the Facility's primary contact at the Service Provider and the Facility's representative (as identified in the applicable Service Request) shall be the Service Provider's primary contact at the Facility for the purposes of all day-to-day communications in respect of the Staffing Services or the applicable Service Request.

2.5 SERVICE PROVIDER OBLIGATIONS

The Service Provider shall, at all times during the Term:

- A. determine the terms and conditions of employment of the Staff, including policies in relation to hiring, disciplining, retiring, and terminating employees. Concerns regarding any professional or changes in duties or responsibilities are to be submitted in writing to the Service Provider and will be reviewed with the relevant Staff.
- B. provide a complete personnel file for each Staff member on assignment. This file will contain, at minimum, a current resume, clinical skills checklist(s), background criminal records and vulnerable persons check, two (2) professional reference checks, a current immunization schedule, and verification of current provincial licence to practise in **the province in which the services are performed** and Basic Cardiac Life Support (BCLS) certification; and
- C. ensure that the Staff meet any training requirements determined by any applicable regulatory bodies, as required for the safe service delivery of the Staffing Services.

- D. ensure that no assigned Staff member has been terminated from the Facility within the two years prior to assignment.

2.6 THE FACILITY'S OBLIGATIONS

The Facility shall, at all times during the Term:

- A. provide the Staff with a safe work environment, equipment including personal protective equipment, supplies, aides, and general as well as clinical supervision required in compliance with the standards applicable to the Staff member and ensure that all Staff professionals are aware of any known safety concerns.
- B. provide each Staff member on assignment with a paid orientation prior to that person providing Staffing Services, including providing each Staff member with orientation to the Facility in which they will be working (including the Electronic Medical Records ("EMS") system) and all direct supervision of Staff members. Solutions Staffing Inc. will be notified of any clinical challenges, failure to follow policy and procedures or behavioral issues that arise.
- C. facilitate any mandatory educational in-service training that Staff are required to attend or that are unique to Facility.
- D. be responsible for all costs relating to travel and accommodation for Staff during assignment in accordance with the Facility's expense reimbursement policy.
- E. if at any time during the Term or within one (1) year of the termination or expiry of this Agreement the Facility and a Staff member both desire that the Staff member become an employee of the Facility, pay a buy-out fee to the Service Provider of 22(1)(c)(i), 22(1)(c)(ii)
[REDACTED]

The Facility may cancel a Service Request at any time, provided that the Facility agrees to pay all reasonable and necessary expenses directly resulting from any such staffing request and as substantiated by documentation satisfactory to and verified by the Facility.

ARTICLE 3 - TERM AND TERMINATION

3.1 TERM OF AGREEMENT

Subject to earlier termination as contemplated in this Agreement, this Agreement shall come into force and effect on the Effective Date and continues in effect until September 16th, 2023 (the “Term”).

3.2 RENEWAL

No fewer than sixty (60) days prior to the scheduled termination of this Agreement, the Parties hereto may agree to renew the Agreement upon whatever terms and conditions they so agree. If they agree to renew, this Agreement will continue in force, *mutatis mutandis*, until the negotiation of a new agreement is complete, and the agreement has been executed.

3.3 DEFAULT AND TERMINATION

- A. The Facility shall have the right to terminate this Agreement or any existing Service Request for convenience and without cause, with no fewer than sixty (60) days’ prior written notice to the Service Provider.
- B. If either Party materially defaults in the observation or performance of any term or condition of this Agreement or any Service Request, and if such default continues for more than fourteen (14) Business Days after notice from the non-defaulting Party to remedy the breach, then the non-defaulting Party may, without limiting any other rights it may have in law or equity, immediately terminate this Agreement or the applicable Service Request without cost, penalty, or process of law.
- C. Notwithstanding Sub-section 3.3(B), if the Facility determines that the Service Provider has likely defaulted in the observation or performance of any term or condition of this Agreement or any Service Request and if, as a result, the Facility has reasonable cause for concern for public, patient or client safety, the Facility may, with written notice, immediately terminate this Agreement or the applicable Service Request without cost, penalty, or process of law.
- D. The Facility may immediately terminate this Agreement and any Service Request on notice to the Service Provider if the Service Provider becomes bankrupt or insolvent within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if a trustee, receiver, or receiver-manager is appointed on behalf of the Service Provider, or if the Service Provider takes advantage of any legislation available for insolvent debtors, or ceases or threatens to cease carrying on business.

- E. Any termination payment to the Service Provider or refund to the Facility, if any, shall be promptly and mutually agreed by the Facility and the Service Provider, based on:
- (i) that portion of the Staffing Services satisfactorily performed to the date of the termination or expiry in accordance with the terms of this Agreement and the applicable Service Request; and
 - (ii) reasonable and necessary expenses directly resulting from the termination or expiry, all as substantiated by documentation satisfactory to and verified by the Facility.

The Facility shall not be entitled to any break fee, penalty, loss of prospective profits, contribution to overhead or incidental, consequential, or other damages because of such termination or expiry of this Agreement.

ARTICLE 4 - CONSIDERATION AND PAYMENT

4.1 AMOUNTS PAYABLE

In no circumstance shall the amount payable by the Facility to the Service Provider for Staffing Services provided hereunder exceed requested Staffing Services invoice amounts during the Term.

The Service Fees payable shall be calculated in accordance with the rates and terms of payment set out below:

The Service Provider shall invoice the Facility bi-weekly for the Service Fees payable for the Staffing Services performed in accordance with this Agreement and the applicable Service Request.

Subject to the Facility's intention to dispute any Service Fees invoiced by the Service Provider, the Facility shall pay Service Provider no later than thirty (30) Business Days after the receipt of a proper invoice from the Service Provider.

If the Facility intends to dispute any Service Fees invoiced by the Service Provider, the Facility shall, no later than fifteen (15) Business Days after the receipt of the invoice from the Service Provider, provide the Service Provider with a written notice describing the amount contested and the reasoning for the dispute. The Facility shall not be obligated to pay any disputed amounts until the Parties have resolved the dispute in accordance with the dispute resolution provisions detailed in Section 8.3 of this Agreement.

4.2 AMOUNTS PAYABLE

Unless agreed otherwise in writing between the Parties, each invoice from the Service Provider to the Facility as provided for in Section 4.1 shall take the following form:

Description	RN Entry Level	RN Specialty	LPN	Diagnostic Imaging		
Regular Hours	22(1)(a)(i), 22(1)(i)	22(1)(a)(i), 22(1)(c)(ii)				
Overtime 1 (OT1)	22(1)(a)(i), 22(1)(i)	22(1)(a)(i), 22(1)(c)(ii)				
Overtime 2 (OT2)	22(1)(a)(i), 22(1)(i)	22(1)(a)(i), 22(1)(c)(ii)				
Call Back Rate, minimum two (2) hour blocks	22(1)(a)(i), 22(1)(c)(ii)					
Statutory Holiday, minimum two (2) hours	22(1)(a)(i), 22(1)(c)(ii)					
Standby Rate	22(1)(a)(i), 22(1)(c)(ii)					
Travel Rate	22(1)(a)(i), 22(1)(c)(ii)					

- A. The Service Fees payable shall be calculated in accordance with the rates and terms of payment set out below:

22(1)(c)(i), 22(1)(c)(ii)

[REDACTED]

[REDACTED]

[REDACTED]

(b) [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

(b) [REDACTED]
[REDACTED]

[REDACTED]

(b) [REDACTED]
[REDACTED]

22(1)(c)(i), 22(1)(c)(ii)

C. Additional Payment Terms and Amounts

22(1)(c)(i), 22(1)(c)(ii)

- vii. **Invoices:** The Service Provider shall invoice the facility biweekly for the Service Fees payable for the Services performed in accordance with this Agreement and the applicable Service Request

4.3 TAXES

- A. The Service Provider shall charge the Facility the Goods and Services Tax in respect of the Staffing Services on the basis that the Staffing Services received hereby are being received and shall continue to be received by the Facility unless the Facility has advised the Service Provider that it is GST-exempt.
- B. Unless otherwise specifically provided, the Service Provider assumes exclusive liability for all taxes and assessments with respect to the Staffing Services and work provided to the Facility hereunder, and the wages, salaries, or other remuneration paid to Staff employed in connection with the performance of the Staffing Services pursuant to this Agreement or any Service Request. For greater certainty, the Service Provider is responsible and liable for all employment insurance, Canada Pension Plan, and Income Tax payments due or in respect of the Service Provider and its Staff arising as a result of this Agreement or any Service Request. The Service Provider hereby indemnifies and holds the Facility harmless against any and all liabilities and expenses incurred due to the Service Provider's failure to pay such taxes or assessments.

ARTICLE 5 - CONFIDENTIALITY, INTELLECTUAL PROPERTY AND PUBLIC RELATIONS

5.1 CONFIDENTIALITY OBLIGATION

- A. The Service Provider agrees that the Confidential Information is highly confidential and of strategic importance to the Facility. The Service Provider acknowledges that it is essential that the Confidential Information remain the sole and exclusive property of the Facility and that any unauthorized use or disclosure of the Confidential Information by the Facility could cause serious harm to the Facility that could not be remedied by a money payment.

Except with the Facility's prior written consent, which consent may be arbitrarily and unreasonably withheld, the Service Provider shall hold, and shall cause all its staff to hold, all Confidential information of the Facility in strict confidence. Except for any personal health information as that term is defined in *The Health Information Protection Act* ("HIPA") and personal information as that term is defined in *The Local Authority Freedom of Information and Protection of Privacy Act* for the Province in which the work occurs. Obligations of confidentiality set out this in Sub-section 5.1 A do not apply to any Confidential Information which:

- i. is known to the public through no act of the Service Provider at the time of the acquisition thereof by the Service Provider.
- ii. after the acquisition thereof by the Service Provider, becomes known to the public through no act of the Service Provider.
- iii. is already known to the Service Provider at the time of disclosure and is not known by the Service Provider to be subject to any obligation of confidence of any kind; or
- iv. is lawfully received by the Service Provider from a third party who is lawfully in possession of such Confidential Information.

- B. The Service Provider shall obtain a confidentiality agreement from each Staff member obligating each such Staff member to keep Confidential Information in strict confidence and to be bound by all terms and conditions of this Agreement in respect thereof. At the request of the Facility, the Service Provider agrees to provide the Facility with a list of all Staff members to whom Confidential Information has been provided and evidence that all such Staff members have agreed to be bound by the confidentiality obligations set out in this Agreement.
- C. The Service Provider expressly acknowledges and agrees that the Facility is the trustee of all personal health information pursuant to HIPA that comes to its attention or to the attention of any of its Staff, and that the Facility is the custodian of all personal information pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* for the province in which the work occurs.

D. PRIVACY AND SECURITY

- (a) The Service Provider shall not transmit or store any of the Facility's data or information, of whatsoever kind, outside the borders of Canada in any format, including electronically, nor transmit any of the Facility's data or information in Canada to any party not specifically contemplated in this Agreement, without the Facility's prior written consent to each such data or information transmittal, which consent may be arbitrarily and unreasonably withheld.
- (b) If the Service Provider receives any request by a third party for any information related to, or gathered in respect of the Confidential Information, it shall immediately refer such request to the Facility and shall reasonably cooperate with the Facility in its response to each such request.
- (c) To the extent required by HIPA the Service Provider shall protect all personal information and personal health information in its possession by taking reasonable administrative, technical, and physical security precautions against such risks as unauthorized access, collection, use, disclosure alteration or disposal. Such precautions must be no less than those precautions undertaken by the Facility to protect its personal health information and personal information. Any records created, obtained, and maintained in the delivery of the Staffing Services that the Service Provider intends to destroy must be destroyed in accordance with HIPA, as applicable, and in accordance with the Facility's records management policies.
- (d) The Service Provider shall notify the Facility immediately upon discovery by the Service Provider that Confidential Information could be, or has been, released to an unauthorized third party, or of any breach of this Article 5 resulting from the conduct of the Service Provider and, if appropriate, take reasonable steps to remedy the breach. The Service Provider shall cooperate with the Facility's investigation of any such disclosure or breach and the Facility's efforts to recover the Confidential Information. Notwithstanding any notification by the Service Provider to the Facility pursuant to this Section 5.2, all obligations of the Service Provider with respect to the Confidential Information shall survive and continue to bind the Service Provider. The Service Provider shall not intimidate, punish, terminate, penalize, or otherwise harass any Staff member if such Staff member notifies the Facility of any breach of this Agreement.

5.2 COMMUNICATIONS

The Service Provider shall not, without the prior written consent of the Facility, make any public announcement or communicate with any news media with respect to any aspect of the Staffing Services. Except as required to perform the Staffing Services, the Service Provider shall not use the name of the Facility in relation to its business without the prior written consent of the Facility. The Parties shall:

- A. designate communication contacts to deal with matters relating to this Agreement, any Service Request, the Staffing Services (including the performance thereof), or items of interest in relation to the Staffing Services; and
- B. establish processes to handle:
 - (i) public communications; and
 - (ii) complaints or concerns regarding the Staffing Services.

ARTICLE 6 - COMPLIANCE AND CLINICAL REQUIREMENTS

6.1 COMPLIANCE COMMITMENT

In the performance of the Services, the Facility shall comply with and take all such steps and do all such things as may be necessary to ensure the compliance by all Staff members with all of the following:

- A. all applicable rules, orders, regulations, directives and bylaws in force and applicable to the Staffing Services, the Facility, or the Service Provider including, without limitation, all safety and security policies, regulation or directives related to the Facility's buildings, premises and equipment.
- B. the requirements of all permits, licences, certificates, and approvals applicable to the Service Provider and its Staff.
- C. all directives, rules, policies, standards, performance expectations, clinical requirements and guidelines established from time to time by the Facility and any Professional Governing Body having jurisdiction, including the *Privacy Act(s)* for the province in which the work occurs.
- D. all rules, regulations, policies, and directions of the Facility provided to the Service Provider from time to time; and
- E. the Facility's Code of Conduct.

6.2 CRIMINAL RECORDS CHECKS

- A. The Service Provider, at its sole cost and expense, shall ensure that criminal records security clearance checks and vulnerable persons clearance checks are conducted:
- (i) prior to any new Staff member initially performing the Staffing Services; and
 - (ii) at any time upon request of the Facility, in respect of any Staff member or other person who performs the Staffing Services,

all of which shall be kept on file and provided to the Facility pursuant to Sub-section 2.5(B).

- B. The Service Provider shall obtain from each of its Staff members, and all other persons who perform the Staffing Services, all authorizations that may be required to complete the criminal records security clearance check and the vulnerable persons clearance checks pursuant to this Section 6.2.

6.3 SERVICE CONCERNS

The Service Provider will report all concerns raised regarding clinical or non-clinical practices by any person engaged in performance of the Staffing Services to both the Professional Governing Body having jurisdiction over the person and the Facility's appropriate clinical administrators as soon as is practicable in the circumstances.

ARTICLE 7 - PERFORMANCE REVIEW

7.1 PERFORMANCE REPORTING REQUIREMENTS

The Service Provider will provide and collect time sheets for each of its Staff members and submit bi-weekly invoices based on such time sheets to the Facility detailing the services, time, dates and rates applicable for each Staff member in accordance with the format provided in Sub-section 4.2(A).

7.2 RECORDS, RIGHT TO INSPECT AND AUDIT

- A. The Service Provider shall keep detailed, proper and accurate books, records, time sheets, accounts, computer files and documents related the Staffing Services (collectively, the "Records").
- B. The Service Provider shall undertake all reasonable requests from the Facility to provide any part, or the entirety, of the Records to the Facility or the Facility's designated representative, as may be required to allow the Facility to determine whether the Service Provider is in compliance with the provisions of this Agreement or any Service Request.

ARTICLE 8 - INDEMNITY, INSURANCE AND DISPUTE RESOLUTION

8.1 INDEMNITY AND LIMITATION TO LIABILITY

- A. Each Party (the “**Indemnifier**”) agrees to indemnify and hold harmless the other Party, its directors, officers, members, employees and agents (collectively and individually, the “**Indemnified**”) from and against any and all claims, actions, demands, losses, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) of any kind whatsoever (any or all of the foregoing hereinafter, the “**Losses**”) including, without limitation, Losses for injury to or death of persons whomsoever, insofar as such Losses (or actions in respect thereof) arise out of or are based upon the acts or omissions of the Indemnifier or any person for whom the Indemnifier is legally responsible for and may legally indemnify, relating to the performance of this Agreement or any Service Request.
- B. As between the Parties, neither Party shall be liable to the other in connection with any claim for any special, incidental, indirect, exemplary, punitive, or consequential loss or damages even if the Party has been advised of the possibility of such loss or damage in advance, provided that this Sub-section 8.1(B) shall not apply to limit the liability of the Service Provider under Section 5.1 or 5.2.

8.2 INSURANCE

The Service Provider shall, at its sole cost and expense, obtain and maintain, during the Term, in force insurance of the following types, with limits not less than those set forth below:

- A. Workers’ Compensation insurance in accordance with the requirements of the Province in which the services are performed for its Staff.
- B. Commercial General Liability insurance insuring the Staffing Services provided under this Agreement, including any Service Request, with a minimum combined single limit of liability of **22(1)(c)(i), 22(1)(c)(ii)** per occurrence covering bodily injury, property damage, personal injury (including death), advertising injury, products and completed operations liability, which insurance shall have the Facility added as an additional insured in respect of this Agreement and shall include a minimum of thirty (30) days’ prior written notice of any material change to, cancellation of, or non-renewal of such insurance; and
- C. Professional Liability and Errors & Omissions Liability insurance with a minimum combined single limit of liability of **22(1)(c)(i), 22(1)(c)(ii)** per occurrence, which insurance shall have the Facility added as an additional insured in respect of this Agreement and shall include a minimum of thirty (30) days’ prior written notice of any material change to, cancellation of, or non-renewal of such insurance.

The Service Provider shall provide the Facility with proof of all such insurance satisfactory to the Facility on demand. The foregoing insurance shall be primary, shall be placed with insurers licensed to do business in **the province in which the services are performed**, and shall not require the sharing of any loss with any insurer of the Facility.

8.3 DISPUTE RESOLUTION

- A. In the event of a dispute, upon the written request of either Party, senior managers from each of the Parties shall meet and negotiate in good faith without the necessity of any formal proceedings. The Parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after the expiration or termination of this Agreement, which touches upon the validity, construction, meaning, performance or effect of this Agreement or any Service Request or the rights or liabilities of the Parties or any matter arising out of, or in connection with this Agreement or any Service Request, promptly and in a professional and amicable manner.
- B. If a dispute remains unresolved after twenty (20) Business Days of being referred to the senior management of the Parties for negotiation or resolution, then either Party may initiate arbitration of the dispute pursuant to the terms hereof. Subject to any matters or issues specifically excluded from arbitration pursuant to the provisions of Section 8.3(C) of this Agreement, any dispute that has proceeded through senior management without resolution shall be submitted for arbitration in accordance with the following requirements:
- (i) the arbitration process shall be commenced by one Party to the dispute providing a written notice to the other Party to the effect that the notifying Party wishes to have the dispute resolved by binding arbitration. The arbitration shall be conducted in British Columbia, at the option of the Facility, by a single arbitrator with suitable expertise to be agreed upon by the parties. If the parties cannot agree on an arbitrator within ten (10) days of the written notice being delivered, either Party may apply to a judge of the Court of Queens Bench to appoint an arbitrator in accordance with *The Arbitration Act*, with written notice to the other Party;
 - (ii) the arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs and may require the Parties make some or all their submissions in writing or in any other manner which the arbitrator considers appropriate. The Parties intend to limit live testimony and cross-examinations to the extent necessary to ensure a fair hearing on material issues.
 - (iii) the arbitrator shall issue a written decision within thirty (30) days of the arbitration. The written decision of the arbitrator shall contain a brief statement of each dispute, the decision of the arbitrator with respect to such dispute, the reasons for such decision and an apportionment of costs for the arbitration process. The arbitrator's decisions in the dispute shall be final and binding, with no recourse to appeal.
 - (iv) the Parties desire that the arbitration shall be conducted in strict confidence and that there shall be no disclosure to any person (other than as necessary to carry out the arbitration) of the existence of the dispute or any aspect of the dispute.

- (v) except as modified by this Sub-section 8.3(B), the provisions of *The Arbitration Act in British Columbia*, shall govern the arbitration process; and
- (vi) the Parties shall continue the performance of their respective obligations during the resolution of any dispute or disagreement, including any period of arbitration, unless and until the Agreement or applicable Service Request is terminated or expires in accordance with its terms and conditions.

C. EXCEPTIONS FROM DISPUTE RESOLUTION

Disputes on any of the following matters are expressly excluded from the provisions of this Section 8.3 and accordingly the action(s) or decision(s) of the Party entitled to take the subject action(s) or make the subject decision(s) is final and binding unless the Parties mutually agree otherwise in writing:

- (i) any losses governed under the express terms of any insurance policies required to be provided pursuant to this Agreement; and
- (ii) any decision made to terminate this Agreement or any Service Request for convenience.

D. INJUNCTIVE RELIEF

In addition to the remedies provided elsewhere in this Agreement, in the event that any of the obligations of either Party set forth in this Agreement or any Service Request are breached, the

other Party shall, if appropriate, have the right to seek injunctive relief to prevent the ongoing breach of such obligations.

ARTICLE 9 - NOTICE

9.1 ADDRESS AND FORM

Any notice, request, consent, acceptance, waiver, or other communication required or permitted to be given under this Agreement or any Service Request shall be in email to the addresses set forth below:

- A. If to the Facility:
Horizon Health Network
155 Pleasant Street
Miramichi, NB, E1V 1Y1

Contract logistics

E-mail: Lisa.Robinson@HorizonNB.ca

- B. If to the Service Provider :
Solutions Staffing Inc.
Suite 908
938 Howe Street
Vancouver, British Columbia V6Z 1N9

Contract enquiries by email: 21(1)

ARTICLE 10 - GENERAL PROVISIONS**10.1 ASSIGNMENT AND SUBCONTRACTING**

The Service Provider shall not assign or subcontract this Agreement or any Service Request in whole or in part or without the prior written consent of the Facility, which may be arbitrarily and unreasonably withheld. Any change in ownership of the Service Provider shall be deemed to be an assignment of this Agreement by the Service Provider. Any purported assignment or subcontracting by the Service Provider without the Facility's prior written consent shall be void and of no force or effect.

10.2 FORCE MAJEURE

Neither Party shall be liable for failure to perform any of its obligations under this Agreement or any Service Request, if and to the extent its performance is prevented, hindered, or delayed by a *Force Majeure* event. The occurrence of a *Force Majeure* event shall not release the affected Party from its obligations hereunder but shall merely suspend the performance of any obligation so prevented, hindered, or delayed during the period of continuance of the *Force Majeure* event.

10.3 AMENDMENT; WAIVER

Neither this Agreement nor any Service Request may be amended or supplemented except by a written instrument that is signed by both Parties. A Party's indulgence or forbearance shall not be deemed to constitute a waiver of its rights to insist on performance of all covenants by the other Party in full and in a timely manner. In order to be binding upon a Party, any such waiver must be expressed in writing and signed by such Party and then such waiver shall only be effective for the specific purpose for which it is given.

10.4 ENUREMENT

This Agreement and any Service Request enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

10.5 INTERPRETATION

The Article and Section headings used in this Agreement are for convenience of reference only and in no manner modify or interpret, or shall be used to construe, this Agreement. Words in the singular include the plural and words in the plural include the singular if the context so requires. References to any one gender shall include references to both genders and the neuter gender if the context so requires.

10.6 ENTIRE AGREEMENT

This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties in respect of the subject matter hereof and supersedes all prior agreements, prior draft versions of this Agreement, and all negotiations or proposals, written or verbal, relating to the

Services. There are no undertakings, representations or promises, express or implied, other than those expressly contained in this Agreement. In the event of any conflict or inconsistency between the Schedules hereto and the rest of this Agreement, the provisions of the rest of this Agreement shall prevail.

10.7 COUNTERPART EXECUTION

The Parties may execute this Agreement in counterparts, each of which will be deemed to be original and all counterparts, taken together, will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Counterparts may be executed either in original, facsimiled, or electronic form and the Parties shall adopt any signatures received by a receiving facsimile machine or electronically as originally signed by the Parties.

Service Agreement # HHN-RS-0422-12 between Solutions Staffing Inc and Horizon Health Network

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Effective Date.

SOLUTIONS STAFFING INC.

Horizon Health Network

Per: _____

Name: **JEFF SHANNON**

Title: CEO

Date:

Per: _____

Name:

Title:

Date:

[the balance of this page is intentionally blank]

SCHEDULE A

DEFINITIONS

Each of the terms used in this Agreement that is not otherwise defined shall, when capitalised, have the following meaning ascribed to it.

“Agreement” means this agreement entitled “Staffing Services Master Agreement” and includes all Schedules annexed to this Agreement or otherwise incorporated in the Agreement.

“Applicable Laws” means *The Health Information Protection Act* (HIPA) and *The Local Authority Freedom of Information and Protection of Privacy Act* for the province in which the work occurs, and all other federal, provincial, and municipal laws, rules, orders, regulations, by-laws in force and applicable to the provision of the Staffing Services, the Facility and the Service Provider.

“Business Day” means any day, other than Saturday, Sunday, or any statutory holiday in the province which the Staffing Services are provided.

“Confidential Information” means:

- A. Any of the Facility-related information, material, documents, data, or trade secrets in whatever form and whether given directly or indirectly, in writing or orally and including, but not limited to, information of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, security or marketing nature, relating to the Facility’s past, present or future suppliers, or relating to the business or operations of the Facility including the terms and conditions of this Agreement or any Service Request; and
- B. All personal information as defined and personal health information as defined in the HIPA, disclosed to, or observed by, the Service Provider or the Staff.

“Force Majeure” shall include, but not be limited to, war, acts of God, acts of a foreign enemy, civil war, earthquake, flood, fire or other natural physical disaster or other matters similar in nature or severity. Without limiting the generality of the foregoing, an event of *Force Majeure* does not include a pandemic or similar form of epidemic or financial hardship, a change in government policy, legislation or administration that simply makes the performance of the affected Party’s obligations under this Agreement or any Service Request more difficult but does not render it impossible to fulfil or substantially delay such fulfillment.

“Professional Governing Body” means any governing body having legislative authority to admit, control or regulate any of the persons engaged in performance of the Services.

“Records” has the meaning ascribed to it in Section 7.2 of this Agreement.

“Service Fees” means the fees payable by the Facility to the Service Provider for the performance of the Staffing Services calculated in accordance with this Agreement, based on the applicable Service Request.

“Service Request” mean those services requested from time to time by the Facility using the forms prescribed in Schedule “B” hereto if the Facility chooses to use the request form provided in Schedule “B” rather than e-mail.

“Staffing Services” means the services required to be performed by the Service Provider from time to time pursuant to a Service Request, all in accordance with the terms of this Agreement.

“Staff” means all individuals employed or otherwise retained by the Service Provider for any purpose related to the provision of the Staffing Services hereunder.

“Term” has the meaning ascribed to it in Section 3.1 of this Agreement.

SCHEDULE "B"
SERVICE REQUEST FORM

1.1 Staffing Services Master Agreement

This Service Request form is part of, and is governed in accordance with, the Staffing Services Master Agreement entered into by the Facility and is not mandatory.

Requests made by the Facility to the Service Provider in an e-mail are an acceptable form of communication.

PART A

1.2 DESCRIPTION OF REQUIRED SERVICES - Fax To: 1-866-282-9140

Name of Site		Site Address	
Site Contact		Contact Phone	Contact E-mail
Description of Services Required			
Service START Date:	Service END Date:	Length of Contract	

1.3 Representatives of the Facility

Requesting Area Director:	Name (Print):	Kerry Kennedy	Title:	Director, Talent Acquisition
	Signature:		Date:	October 3, 2022

ADDENDUM TO MASTER AGREEMENT

Master Agreement Number: HHN-RS-0422-12

Addendum Number: 0002

Master Agreement Initiated on: 9/27/2022

Expiry date of: 3/31/2024

Modification Section:

A copy of the Master Agreement between Solutions Staffing Inc and **Horizon Health Network** has been included for review.

The modifications, including any additions, deletions, revisions or clarifications will be listed here in full and will become effective on: **July 28, 2023** and continue until **Expiry Date**

Modifications to the Master Agreement as follows:

Where Services are scheduled and subsequently cancelled by the Vendor:

- a. Where the Vendor provides a minimum of five (5) business days prior written notice, there shall be no cancellation fee charged to the Vendor.
- b. Where the Vendor does not provide a minimum of five (5) business days prior written notice, the Vendor shall be liable for an amount equal to three (3) shifts penalty which shall be invoiced at the Regular Hourly Rates for the applicable Vendor personnel for each day of the scheduled Service up to a maximum of eight (8) hours per workday and up to a maximum of three (3) days total;
- c. There shall be no cancellation penalty fee in circumstances where Services are cancelled when the reasons for said cancellation are outside of the Vendor and nurse's control. These may include death in family, sudden illness or injury or other such acts and circumstances beyond the control of the Vendor or nurse.

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This addendum in no way changes the overall terms, intent, or expiry dates unless of the Master Agreement, other than what is noted in the Modification Section of this document. It is supplementary to the services provided and the revisions are agreed upon by both the Service Provider and Facility.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Effective Date.

SOLUTIONS STAFFING INC.

Per: _____

Name: JEFF SHANNON

Title: CEO

Date: August 22 2023

Horizo _____

Per: _____

Name: Lisa Robinson

Title: Talent Acquisition Manager

Date: August 22, 2023

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ADDENDUM TO MASTER AGREEMENT

Master Agreement Number: HHN-RS-0422-12

Addendum Number: 002

Master Agreement Initiated on: Sept 27/22

Expiry date of: Sept 16/23

Modification Section:

The modifications, including any additions, deletions or revisions or clarifications will be listed here in full and will become effective on: **April 28, 2023** and continue until **Sept 16, 2023**

Modifications to the Master Agreement as follows:

New Billing Rates will be:

LPN	22(1)(c)(i)
RN GENERAL	22(1)(c)(i), 22(1)
RN SPECIALITY REG	22(1)(c)(i), 22(1)
MINIMUM WKLY HOURS	22(1)(c)(i), 22

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The end date of the Master Service Agreement will be extended to March 31, 2024

This addendum in no way changes the overall terms, intent, or expiry dates unless of the Master Agreement, other than what is noted in the Modification Section of this document. It is supplementary to the services provided and the revisions are agreed upon by both the Service Provider and Facility.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Effective Date.

SOLUTIONS STAFFING INC.

Horizon Health Network

Per: _____

Name: JEFF SHANNON

Title: CEO

Date:

Per: _____

Name:

Title:

Date: April 20, 2023

21(1)

Lisa Robinson Talent Acquisition Manager

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OFFRE DE SERVICES

SERVICE INFIRMIER ET INFIRMIER AUXILIAIRE

Juin 2022

Présenté à :

Réseau de santé Vitalité

Présentée par

Céline Levesque

Adjointe de direction

Agence SPI

24 boul de la Seigneurie Est

Blainville (Québec) J7C 3V5

Tél. : 418-560-1213, poste 403

Sans frais: 1 877 376-8995

celine.levesque@agencespi.ca



Offre de SPI :

GÉNÉRALITÉ

L'Agence SPI cumule plus de 10 ans d'expérience dans le service de remplacement de personnel infirmier et de préposé aux bénéficiaires ainsi que dans la gestion des soins infirmiers et SST dans le milieu minier et industriel à travers la province. Notre réputation est basée sur l'excellence et les compétences de notre personnel hautement qualifié.

Offres de SPI :

Nous offrons des services de remplacement de personnel infirmier et infirmier auxiliaire à court, moyen et long terme dans les secteurs industriels et miniers, les établissements publics et privés, les dispensaires et les cliniques médicales. Toutes nos infirmiers(ères) et infirmiers(ères) auxiliaires sont formés(es) CNESST et bien outillés(es) afin d'intervenir efficacement auprès de la clientèle. Nous sommes, par ailleurs, disposés à offrir des services de Paramedics ainsi que d'infirmières de vol pour le Medevac.

Nous proposons aussi un vaste service spécialisé et clé en mains afin de répondre aux besoins d'une clientèle multiple à travers le Québec et autres provinces du Canada :

- **Formation RCR et premiers soins**
- **Gestion de dossier CNESST**
- **Activités de prévention en milieu de travail**
- **Clinique médicale temporaire**
- **Location de véhicule d'urgence avec certification de la SAAQ**
- **Fournisseur de matériel médical, de sauvetage et de sécurité**



Nos professionnels de la santé :

Nous disposons d'infirmiers et infirmières chevronnés(es) à offrir une qualité de services remarquable. Notre personnel infirmier est spécialisé en soins de première ligne, comme premiers répondants et expérimentés(es) dans la prise en charge de toutes situations de santé. Notre sélection d'infirmiers(ières) fait preuve d'un professionnalisme et de compétences absolus pour la clientèle.

Pour ce faire, nous nous assurons que notre personnel détienne leurs formations obligatoires et nécessaires à l'accomplissement de leurs tâches à jour en tout temps et qu'ils aient déployé un minimum de 2 années d'expérience dans les établissements de santé québécois et ce, à titre d'infirmier. De plus, une vérification des antécédents judiciaires ainsi que la validité des références sont effectuées afin d'assurer un service haut de gamme. La vérification du permis de pratique pour le personnel infirmier est également validée. Nous nous assurons également que notre personnel infirmier rencontre les exigences établies par l'AIINB.



Tarification

La tarification se voit à 22(1)(c) \$ par heure. Les heures travaillées excédant 40 heures par semaine ainsi que les congés fériés (voir la liste annexée), seront facturées au taux horaire 22(1)(c)(i).

Les frais d'orientation seront facturables à demi-tarif, soit de 22(1)(c)(i) / h. La durée d'orientation sera déterminée entre les deux parties avant la confirmation de l'horaire.

Les dépenses encourues lors des déplacements seront remboursées au PRESTATAIRE DE SERVICES au taux de 22(1)(c) \$ du kilomètre.

Les frais d'hébergement seront facturés à l'établissement au coût réel et raisonnable. Si l'hébergement est pris en charge par le réseau de santé Vitalité, aucun frais applicable.

Des frais de 22(1) mensuel applicables sur factures dépassant 30 jours.

La tarification forfaitaire fait en sorte de vous permettre une meilleure planification tant au niveau administratif qu'une facilité d'accès aux professionnels de la santé. Nous prenons charge de tous les frais relatifs à la gestion complète du dossier de l'employé : embauche, sélection, paye, R.R.Q., assurances-emploi, Normes du travail, Vacances, CNESST, Vérifications pré-embauche (Antécédant criminel, dossier de conduite, vérification des références et du droit de pratique), formation continue, gestion et supervision des compétences par une infirmière clinicienne et remplacement de personnel à la demande du client. Nous faisons également partie d'une mutuelle de prévention pour nos cas d'accidents de travail.

Clause

Il est également entendu que si une ressource référée par l'Agence SPI pour un poste permanent ou un poste temporaire est embauchée par votre entreprise ou l'une de ses filiales dans les 6 mois suivant la fin du contrat (envoi du curriculum vitae, entrevue ou affectation), nous nous réservons le droit de réclamer les honoraires de placement permanent (18 % du salaire annuel de l'employé) en vigueur. L'Agence SPI s'engage à ne pas sollicités directement les employés du Réseau de Santé Vitalité.

Résiliation du contrat : 30 jours de préavis pour les deux Parties



Preuve de membre en règle des ordres professionnels

Une preuve de membre de l'ordre professionnel du N.-B. sera présentée au Réseau de Santé Vitalité avant de retenir les services de l'infirmière

***Agence SPI est assurée pour Responsabilité civile des entreprises 5 000 000\$, Responsabilité professionnelle 2 000 000\$. ***

Cette entente est signée ce jour 25 juillet 2022 entre les deux parties.

21(1)

Céline Levesque
Adjointe de direction
Agence SPI

Réseau de santé Vitalité



ANNEXES

(Jours fériés)

LISTE OFFICIELLE DES JOURNÉES FÉRIÉES

12 JOURNÉES AU TOTAL (taux 1½)

Congés
Jour de l'An
Vendredi Saint
Lundi de Pâques
Fête de la Reine-Patriotes
St-Jean Baptiste (si employé du Québec)
Fête du Canada
Fête du Nouveau-Brunswick (si employé du NB)
Fête du travail
Action de Grâce
Jour du Souvenir
Veille de Noël
Noël
Veille du jour de l'An

General Staffing Agreement

THIS GENERAL STAFFING AGREEMENT ("Agreement") is made and entered into as of the 14th day of December 2022 (the "Effective Date") by and between Vitalité Health Network (The "Client"), having its offices at 275 Main St., Bathurst NB E2A 1A9 and MAGNUS Personnel Corporation having its offices at 9-68 Jutland Road Etobicoke ON, Canada, M8Z 0G7 (the "Staffing Firm") a member of The Staffing Edge. **WHEREAS** the Client has requested to open an account with the Staffing Firm for the purpose of acquiring personnel from the Staffing Firm.

1. Staffing Firm's Duties and Responsibilities

- a. The Staffing Firm will Recruit, screen, interview and confirm all Client-provided due diligence requirements and credentials prior to assigning its employees or independent contractors ("Contractors") to perform the type of work described in the job description provided by the Client, under the Client's supervision. Credential requirements being; TB test, Vaccination records, VSC + Background Check, Nursing license, ID verification, and work history verification.
- b. The Staffing Firm will pay Contractors an hourly fee upon receipt of invoice and approval of hours by the Client via an agreed upon timesheet tracking system.
- c. The Staffing Firm will pay for workers' compensation should the Contractor not provide their own confirmation of coverage.
- d. The Staffing Firm will provide candidates with the ability to help Client orient new staff
- e. The Staffing Firm will ensure no contractors provided to the province of New Brunswick will be sourced from the province of New Brunswick.
- f. The Staffing Firm will perform background/qualification checks for all Contractors which it selects for assignment to Client and warrants that assigned employees are vetted to be suitable for placement.
- g. The Staffing Firm will be responsible to help organize applicable travel for the Contractors. Ex: Coordination of flights.

2. Client's Duties and Responsibilities

- a. The Client will properly on-board and supervise Contractors performing its work and be responsible for its business operations, products, services, and intellectual property.
- b. The Client will determine competence of the Contractors upon arrival and prior to allowing the Contractors to begin his or her contract and the Client will provide initial and ongoing oversight and supervision to ensure the continuous competence of the Contractors.
- c. The Client will provide a job description; project start and end date to the staffing firm.
- d. The Client will provide Contractors with a safe working environment and provide appropriate information, and safety equipment where appropriate.
- e. The Client will exclude Contractors from the Client's benefit plans, policies, and practices, and not make any offer or promise relating to Contractors' compensation or benefits. In the event that the Contractor becomes ill or is injured on assignment while on the Client's site, the Client is responsible to arrange transportation to the nearest hospital or medical facility. The Client will also notify the staffing firm immediately of all accidents and near misses. Failure to do so may result in a fine or other penalty levied against the Recruitment Agency by provincial or federal agencies that will be the responsibility of the Client.
- f. The Client will also ensure that its rules and regulations regarding internet security are communicated to the Staffing Firm and Contractors in writing, and monitored for compliance in order to ensure computer security.
- g. The Client will approve all Contractor Timesheets accurately to the Staffing Firm for all hours worked by Contractors for the previous pay period. The Client will not allow Contractors to bank and/or accrue hours worked at any time.
- h. The Client will be responsible for all costs and acquiring accommodations and transportation for Contractors placed by the Staffing Firm. If the Contractor chooses to use their own vehicle for such transportation, Client shall not be charged for such transportation expenses. There shall be no cost to Client for meals, as this is the Contractor's responsibility.

3. Payment Terms, Bill Rates and Fees

- a. The Client will pay the Staffing Firm for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. The Staffing Firm will invoice the Client for services provided under this Agreement on a weekly basis. Payment is due within **14 days**. Upon request from the Client, invoices may be supported by the pertinent time sheets or other system mutually agreed upon by the parties for documenting time worked by the Assignment contractor. The Client's signature or other method which is mutually agreed upon for approval of the work time submitted for Assignment contractor certifies that the documented hours are correct, and the services of the Assignment contractor are satisfactory and accepted, and authorizes the Staffing Firm to bill the Client for those hours. If a portion of any invoice is disputed in good faith, the Client will pay only the undisputed portion.
- b. The Client shall not use the services of any Assignment Contractor as its direct employee, as an independent contractor, or through any person or firm other than the Staffing Firm during or within 6 months from the 1st day the assignment performed work at the Client's site or prior to completion of the transfer period as set forth in Exhibit A, unless the Client notifies the Staffing Firm in writing prior to doing so and providing minimum 30 days notice.
- c. In addition to the bill rates specified in Exhibit A of this Agreement, the Client will pay the Staffing Firm the amount of all new and/or increased labour costs associated with the Client's Contractors that the Staffing Firm is legally required to pay such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until the parties agree on new bill rates in writing, inclusive of such new and/or increased labour costs.

4. Cooperation

- a. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assignment Contractor.

5. Insurance

- a. The Staffing Firm shall procure and maintain, at its sole cost and expense, the following insurance coverage in not less than the following amounts: Commercial General Liability Insurance (comprehensive general liability, bodily injury and property damage insurance) (22(1)(c)) per occurrence); Employer's Liability (22(1)(c)(i)) per occurrence); Disease (22(1)(c)(i)). Non Owned Automobile Liability (22(1)(c)) Combined Single Limit per accident for bodily injury and property damage); Professional Liability (22(1)(c)) for each claim and in the aggregate); and Commercial Blanket Bond (22(1)(c)(i)) employee dishonesty). Separately, for the reasonable performance of their duties, Assigned Employees shall have coverages in the following amounts: Commercial General Liability Insurance (comprehensive general liability, bodily injury and property damage insurance) (22(1)(c)(i)) per occurrence); Cyber Insurance (22(1)(c)(i)) per claim and in the aggregate); and Errors & Omissions Insurance (22(1)(c)(i)) per claim and in the aggregate).

6. Indemnification and Limited Liability

- a. The Staffing Firm will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, contractors, representatives, and employees harmless from all demands, claims, losses, damages, penalties, fines, and liabilities (including reasonable legal fees and expenses) to the extent caused by the Staffing Firm's failure to discharge its duties and responsibilities set forth in paragraph 1 or the gross negligence or willful misconduct of the Assignment Employees.
- b. The Client will defend, indemnify, and hold the Staffing Firm and its parent, subsidiaries, directors, officers, agents, contractors, representatives, and employees harmless from all demands, claims, losses, damages, penalties, fines and liabilities (including reasonable legal fees and expenses) to the extent caused by the Client's failure to discharge its duties and responsibilities set forth in paragraphs 2 or 8 or any act or omission of the Assignment Employees.
- c. The Staffing Firm will not be in any event responsible for and does not cover by insurance any damage to property, bodily injury, fire, theft, collision, public liability, or other damage claims resulting from the Staffing Firm's Assignment Employees operating any of the Client's motor vehicles or operating any of its computers, tools or other devices used by the Assignment Employees; other than claims arising from an act of gross negligence or willful misconduct of the Assignment Employees.
- d. Staffing Firm shall not be liable to the Client for any indirect, consequential, incidental, exemplary, special, or punitive damages or for any lost profits or lost business, arising out of or related to this Agreement, even if Staffing Firm has been advised of the possibility of such damages. In any event, the liability of the Staffing Firm to the Client and upon any cause of action shall be limited to an amount equal to the lesser of (22(1)(c) [REDACTED]), or (ii) the total amount paid to the Staffing Firm by the Client during the three-month period immediately preceding the event giving rise to the claim. The limitations and exclusions in this paragraph shall apply regardless of whether the cause of action arises under breach of contract, negligence, tort or other theory of law.

7. Term of Agreement

- a. This Agreement will be for a term of 1 year from the Effective Date. The Agreement may be terminated without cause by either party upon at least 30 days written notice to the other party. If a party becomes bankrupt or insolvent, discontinues operations, fails to make any payments as required by the Agreement or otherwise breaches any material provision of this Agreement, the party who is not in default may terminate this Agreement effective immediately upon written notice to the other party.

8. Confidentiality and Personal Information Protection & Electronic Documents Act (PIPEDA)

- a. The Client agrees:
 - i. To comply with the privacy policies and procedures developed by the Staffing Firm to protect the personal information of the Assignment Employees under the Personal Information Protection and Electronic Documents Act and other privacy laws, and to otherwise comply with such laws in all respects.
 - ii. To communicate and ensure the understanding of its own staff and Assignment Employees that "personal information" is any information about a person other than his/her name, business title, business address, business e-mail address, business telephone number or business fax number.
 - iii. That unless authorized by the Staffing Firm in writing and both before and after expiration or termination of this Agreement, the Client will not use, disclose, or aid or abet others to use or disclose, any personal information, confidential information, trade secrets, data or other material relating to the business, affairs or property of the Staffing Firm directly or indirectly obtained by the Client.
 - iv. To forward all inquiries, concerns, or requests related to the collection, use, and disclosure of personal information of Assignment Employees to the Privacy Officer of the Staffing Firm.

9. Miscellaneous

- a. The services that the Staffing Firm will render to the Client under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between the Staffing Firm and the Client.
- b. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.
- c. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, without reference to any conflicts of law principles thereof.
- d. Provisions of this Agreement, which by their express or implied terms extend beyond the expiration or termination of this Agreement, will remain effective after expiration or termination of this Agreement. The provisions of Section 6 shall survive expiration or termination of this Agreement.
- e. No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties.
- f. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- g. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of this Agreement.

10. Credit Report

The Client acknowledges its request to open a charge account with the Staffing Firm. The Client authorizes the Staffing Firm to obtain from any credit reporting agency or any other source, such information, as the Staffing Firm may deem appropriate, at any time in connection with the credit hereby applied for.

Client

21(1)

Staffing Firm

By: _____

Signature

By: _____

Signature

Dr. France Desrosiers

Name

Name

President and CEO

Title

Title

2022/12/16

Date

Date

I have authority to bind the Corporation

I have authority to bind the Corporation

21(1)



DIRECTION

To: Vitalité Health Network

The undersigned hereby notifies you that it has assigned to The Staffing Edge ULC all of the amounts payable by you from time to time to the undersigned regarding staffing services, and hereby irrevocably directs that you shall pay such amounts, without set off, to The Staffing Edge ULC instead of to the undersigned at the postal address or ETF address of The Staffing Edge ULC as follows:

Postal address:

The Staffing Edge ULC
7685 Hurontario Street Suite 600
Brampton, Ontario L6W 0B4

Electronic Funds Transfer payments to:

Bank of Montreal
56 Queen Street East
Brampton, ON L6V 4M8
Inst # 001
Transit # 23152
AC# 1058-826

or such other address specified in writing by The Staffing Edge ULC from time to time.

The undersigned further advises you that any invoices received by you from The Staffing Edge ULC for any staffing services shall be valid as if it had been rendered by the undersigned.

DATED this 14th day of December 2022.

MAGNUS Personnel Corporation

By: _____
Name:

Title:

I have the authority to bind the corporation.

ACKNOWLEDGEMENT

TO: MAGNUS Personnel Corporation ("**Staffing Firm**")

AND TO: THE STAFFING EDGE ULC (its successors and assigns)

The undersigned hereby acknowledges that all amounts payable by the undersigned to the Staffing Firm from time to time regarding staffing services have been assigned by the Staffing Firm to The Staffing Edge ULC. The undersigned acknowledges and agrees that it will pay all such amounts to The Staffing Edge ULC as directed by the Staffing Firm in the above direction or as The Staffing Edge ULC may direct (without set off) and that payment of any such amounts to the Staffing Firm shall not constitute valid payment as only payment to The Staffing Edge ULC will constitute valid payment. The undersigned further acknowledges and agrees that all invoices for such amounts will be rendered by The Staffing Edge ULC instead of the Staffing Firm.

DATED this 14th day of December 2022.

By: _____
Name:

Title:

I have the authority to bind the corporation.

Exhibit A & Appendix A
Rate Schedule & Added Duties

Job Title or Description	Shift	Hourly Bill Rate	Transfer Period	Location
Registered Nurse (Medsurg, ICU, ER)	TBD	22(1)(c)(i) /HR	30 day minimum -renewable	Multi-Centered
Licensed Practical Nurse (LPN)	TBD	22(1)(c)(i) /HR	30 day minimum -renewable	Multi-Centered
Continuing Care Assistant (CCA/PSW)	TBD	22(1)(c)(i) /HR	30 day minimum -renewable	Multi-Centered

Client 21(1)

Staffing Firm

By: _____

Signature

By: _____

Signature

Dr France Desrosiers

Name

Name

President and CEO

Title

Title

2022/12/16

Date

Date

I have authority to bind the Corporation

I have authority to bind the Corporation

General Staffing Agreement

THIS GENERAL STAFFING AGREEMENT ("Agreement") is made and entered into as of the 14th day of December 2022 (the "Effective Date") by and between Vitalité Health Network (The "Client"), having its offices at 275 Main St., Bathurst NB E2A 1A9 and MAGNUS Personnel Corporation having its offices at 9-68 Jutland Road Etobicoke ON, Canada, M8Z 0G7 (the "Staffing Firm") a member of The Staffing Edge. **WHEREAS** the Client has requested to open an account with the Staffing Firm for the purpose of acquiring personnel from the Staffing Firm.

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- a. The Staffing Firm will Recruit, screen, interview and confirm all Client-provided due diligence requirements and credentials prior to assigning its employees or independent contractors ("Contractors") to perform the type of work described in the job description provided by the Client, under the Client's supervision. Credential requirements being; TB test, Vaccination records, VSC + Background Check, Nursing license, ID verification, and work history verification.
- b. The Staffing Firm will pay Contractors an hourly fee upon receipt of invoice and approval of hours by the Client via an agreed upon timesheet tracking system.
- c. The Staffing Firm will pay for workers' compensation should the Contractor not provide their own confirmation of coverage.
- d. The Staffing Firm will provide candidates with the ability to help Client orient new staff
- e. The Staffing Firm will ensure no contractors provided to the province of New Brunswick will be sourced from the province of New Brunswick.
- f. The Staffing Firm will perform background/qualification checks for all Contractors which it selects for assignment to Client and warrants that assigned employees are vetted to be suitable for placement.
- g. The Staffing Firm will be responsible to help organize applicable travel for the Contractors. Ex: Coordination of flights.

2. Client's Duties and Responsibilities

- a. The Client will properly on-board and supervise Contractors performing its work and be responsible for its business operations, products, services, and intellectual property.
- b. The Client will determine competence of the Contractors upon arrival and prior to allowing the Contractors to begin his or her contract and the Client will provide initial and ongoing oversight and supervision to ensure the continuous competence of the Contractors.
- c. The Client will provide a job description; project start and end date to the staffing firm.
- d. The Client will provide Contractors with a safe working environment and provide appropriate information, and safety equipment where appropriate.
- e. The Client will exclude Contractors from the Client's benefit plans, policies, and practices, and not make any offer or promise relating to Contractors' compensation or benefits. In the event that the Contractor becomes ill or is injured on assignment while on the Client's site, the Client is responsible to arrange transportation to the nearest hospital or medical facility. The Client will also notify the staffing firm immediately of all accidents and near misses. Failure to do so may result in a fine or other penalty levied against the Recruitment Agency by provincial or federal agencies that will be the responsibility of the Client.
- f. The Client will also ensure that its rules and regulations regarding internet security are communicated to the Staffing Firm and Contractors in writing, and monitored for compliance in order to ensure computer security.
- g. The Client will approve all Contractor Timesheets accurately to the Staffing Firm for all hours worked by Contractors for the previous pay period. The Client will not allow Contractors to bank and/or accrue hours worked at any time.
- h. The Client will be responsible for all costs and acquiring accommodations and transportation for Contractors placed by the Staffing Firm. If the Contractor chooses to use their own vehicle for such transportation, Client shall not be charged for such transportation expenses. There shall be no cost to Client for meals, as this is the Contractor's responsibility.

3. Payment Terms, Bill Rates and Fees

- a. The Client will pay the Staffing Firm for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. The Staffing Firm will invoice the Client for services provided under this Agreement on a weekly basis. Payment is due within **14 days**. Upon request from the Client, invoices may be supported by the pertinent time sheets or other system mutually agreed upon by the parties for documenting time worked by the Assignment contractor. The Client's signature or other method which is mutually agreed upon for approval of the work time submitted for Assignment contractor certifies that the documented hours are correct, and the services of the Assignment contractor are satisfactory and accepted, and authorizes the Staffing Firm to bill the Client for those hours. If a portion of any invoice is disputed in good faith, the Client will pay only the undisputed portion.
- b. The Client shall not use the services of any Assignment Contractor as its direct employee, as an independent contractor, or through any person or firm other than the Staffing Firm during or within 6 months from the 1st day the assignment performed work at the Client's site or prior to completion of the transfer period as set forth in Exhibit A, unless the Client notifies the Staffing Firm in writing prior to doing so and providing minimum 30 days notice.
- c. In addition to the bill rates specified in Exhibit A of this Agreement, the Client will pay the Staffing Firm the amount of all new and/or increased labour costs associated with the Client's Contractors that the Staffing Firm is legally required to pay such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until the parties agree on new bill rates in writing, inclusive of such new and/or increased labour costs.

4. Cooperation

- a. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assignment Contractor.

5. Insurance

- a. The Staffing Firm shall procure and maintain, at its sole cost and expense, the following insurance coverage in not less than the following amounts: Commercial General Liability Insurance (comprehensive general liability, bodily injury and property damage insurance) **22(1)(c)** per occurrence); Employer's Liability **22(1)(c)(i)** per occurrence); Disease **22(1)(c)(i)**; Non Owned Automobile Liability **22(1)(c)(i)** Combined Single Limit per accident for bodily injury and property damage); Professional Liability **22(1)(c)** for each claim and in the aggregate); and Commercial Blanket Bond **22(1)(c)(i)** employee dishonesty). Separately, for the reasonable performance of their duties, Assigned Employees shall have coverages in the following amounts: Commercial General Liability Insurance (comprehensive general liability, bodily injury and property damage insurance) **22(1)(c)(i)** per occurrence); Cyber Insurance **22(1)(c)(i)** per claim and in the aggregate); and Errors & Omissions Insurance **22(1)(c)(i)** per claim and in the aggregate).

6. Indemnification and Limited Liability

- a. The Staffing Firm will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, contractors, representatives, and employees harmless from all demands, claims, losses, damages, penalties, fines, and liabilities (including reasonable legal fees and expenses) to the extent caused by the Staffing Firm's failure to discharge its duties and responsibilities set forth in paragraph 1 or the gross negligence or willful misconduct of the Assignment Employees.
- b. The Client will defend, indemnify, and hold the Staffing Firm and its parent, subsidiaries, directors, officers, agents, contractors, representatives, and employees harmless from all demands, claims, losses, damages, penalties, fines and liabilities (including reasonable legal fees and expenses) to the extent caused by the Client's failure to discharge its duties and responsibilities set forth in paragraphs 2 or 8 or any act or omission of the Assignment Employees.
- c. The Staffing Firm will not be in any event responsible for and does not cover by insurance any damage to property, bodily injury, fire, theft, collision, public liability, or other damage claims resulting from the Staffing Firm's Assignment Employees operating any of the Client's motor vehicles or operating any of its computers, tools or other devices used by the Assignment Employees; other than claims arising from an act of gross negligence or willful misconduct of the Assignment Employees.
- d. Staffing Firm shall not be liable to the Client for any indirect, consequential, incidental, exemplary, special, or punitive damages or for any lost profits or lost business, arising out of or related to this Agreement, even if Staffing Firm has been advised of the possibility of such damages. In any event, the liability of the Staffing Firm to the Client and upon any cause of action shall be limited to an amount equal to the lesser of (i) 22(1)(c), or (ii) the total amount paid to the Staffing Firm by the Client during the three-month period immediately preceding the event giving rise to the claim. The limitations and exclusions in this paragraph shall apply regardless of whether the cause of action arises under breach of contract, negligence, tort or other theory of law.

7. Term of Agreement

- a. This Agreement will be for a term of 1 year from the Effective Date. The Agreement may be terminated without cause by either party upon at least 30 days written notice to the other party. If a party becomes bankrupt or insolvent, discontinues operations, fails to make any payments as required by the Agreement or otherwise breaches any material provision of this Agreement, the party who is not in default may terminate this Agreement effective immediately upon written notice to the other party.

8. Confidentiality and Personal Information Protection & Electronic Documents Act (PIPEDA)

- a. The Client agrees:
 - i. To comply with the privacy policies and procedures developed by the Staffing Firm to protect the personal information of the Assignment Employees under the Personal Information Protection and Electronic Documents Act and other privacy laws, and to otherwise comply with such laws in all respects.
 - ii. To communicate and ensure the understanding of its own staff and Assignment Employees that "personal information" is any information about a person other than his/her name, business title, business address, business e-mail address, business telephone number or business fax number.
 - iii. That unless authorized by the Staffing Firm in writing and both before and after expiration or termination of this Agreement, the Client will not use, disclose, or aid or abet others to use or disclose, any personal information, confidential information, trade secrets, data or other material relating to the business, affairs or property of the Staffing Firm directly or indirectly obtained by the Client.
 - iv. To forward all inquiries, concerns, or requests related to the collection, use, and disclosure of personal information of Assignment Employees to the Privacy Officer of the Staffing Firm.

9. Miscellaneous

- a. The services that the Staffing Firm will render to the Client under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between the Staffing Firm and the Client.
- b. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.
- c. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, without reference to any conflicts of law principles thereof.
- d. Provisions of this Agreement, which by their express or implied terms extend beyond the expiration or termination of this Agreement, will remain effective after expiration or termination of this Agreement. The provisions of Section 6 shall survive expiration or termination of this Agreement.
- e. No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties.
- f. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- g. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of this Agreement.

10. Credit Report

The Client acknowledges its request to open a charge account with the Staffing Firm. The Client authorizes the Staffing Firm to obtain from any credit reporting agency or any other source, such information, as the Staffing Firm may deem appropriate, at any time in connection with the credit hereby applied for.

Client

Staffing Firm

By: 
Signature

By: _____
Signature

Dr. France Desrosiers

Name

Name

President and CEO

Title

Title

2022/12/16

Date

Date

I have authority to bind the Corporation

I have authority to bind the Corporation

DIRECTION

To: Vitalité Health Network

The undersigned hereby notifies you that it has assigned to The Staffing Edge ULC all of the amounts payable by you from time to time to the undersigned regarding staffing services, and hereby irrevocably directs that you shall pay such amounts, without set off, to The Staffing Edge ULC instead of to the undersigned at the postal address or ETF address of The Staffing Edge ULC as follows:

Postal address:

The Staffing Edge ULC
7685 Hurontario Street Suite 600
Brampton, Ontario L6W 0B4

Electronic Funds Transfer payments to:

Bank of Montreal
56 Queen Street East
Brampton, ON L6V 4M8
Inst # 001
Transit # 23152
AC# 1058-826

or such other address specified in writing by The Staffing Edge ULC from time to time.

The undersigned further advises you that any invoices received by you from The Staffing Edge ULC for any staffing services shall be valid as if it had been rendered by the undersigned.

DATED this 14th day of December 2022.

MAGNUS Personnel Corporation

By: _____

Name:

Title:

I have the authority to bind the corporation.

ACKNOWLEDGEMENT

TO: MAGNUS Personnel Corporation ("**Staffing Firm**")

AND TO: THE STAFFING EDGE ULC (its successors and assigns)

The undersigned hereby acknowledges that all amounts payable by the undersigned to the Staffing Firm from time to time regarding staffing services have been assigned by the Staffing Firm to The Staffing Edge ULC. The undersigned acknowledges and agrees that it will pay all such amounts to The Staffing Edge ULC as directed by the Staffing Firm in the above direction or as I, The Staffing Edge ULC may direct (without set off) and that payment of any such amounts to the Staffing Firm shall not constitute valid payment as only payment to The Staffing Edge ULC will constitute valid payment. The undersigned further acknowledges and agrees that all invoices for such amounts will be rendered by The Staffing Edge ULC instead of the Staffing Firm.

DATED this 14th day of December 2022.

By: _____
Name:

Title:

I have the authority to bind the corporation.

Exhibit A & Appendix A
Rate Schedule & Added Duties

Job Title or Description	Shift	Hourly Bill Rate	Transfer Period	Location
Registered Nurse (Medsurg, ICU, ER)	TBD	22(1)(c) (i) 22(1) HR	30 day minimum -renewable	Multi-Centered
Licensed Practical Nurse (LPN)	TBD	22(1)(c) (i) /HR	30 day minimum -renewable	Multi-Centered
Continuing Care Assistant (CCA/PSW)	TBD	22(1) (c)(i) /HR	30 day minimum -renewable	Multi-Centered

Client

21(1)

Staffing Firm

By:

Signature

By:

Signature

Dr France Desrosiers

Name

Name

President and CEO

Title

Title

2022/12/16

Date

Date

I have authority to bind the Corporation

I have authority to bind the Corporation

Addendum to Master Staffing Agreement

Goodwill Staffing & Recruitment, with its principal office located at 343 Preston Street, 11th floor, ON K1S 1N4, Canada ("STAFFING FIRM") and Vitalité Health Network, with its principal office located at 1750 Sunset Drive Bathurst, NB E2A 4L7 ("CLIENT") agree to the terms and conditions set forth in this Addendum to Staffing Agreement (the "Addendum").

WHEREAS the STAFFING FIRM and the CLIENT entered an agreement dated 03 June 2022 (the "Effective Date") for the provision of Healthcare workers placements to the CLIENT (the "**Agreement**").

WHEREAS the STAFFING FIRM and the CLIENT have agreed to increase the applicable rates for Registered Nurses, Licensed Practical Nurses and Nurse Practitioners.

WHEREAS the Parties have agreed to amend the Agreement as set out in this Addendum with effect from the Effective Date.

IT IS HEREBY AGREED AS FOLLOWS:

1. Unless otherwise defined in this Addendum, words and expressions defined in the Agreement shall have the same meaning where used in this Addendum.
2. That Article 3 is hereby deleted in its entirety and replaced with the following:

CLIENT will pay STAFFING FIRM for its performance at the rates set forth in Exhibit A and Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Provided that the CLIENT may revise the rates as set out in Exhibit B (only) downward and in any case, such downward revision shall not be lower than the rates in Exhibit A, upon a forty-two (42) - day written notice to the STAFFING FIRM. Expenses incurred by the STAFFING FIRM in relation to this agreement will only be reimbursed by the CLIENT to the STAFFING FIRM if approved beforehand by the CLIENT, such approval not to be unreasonably withheld. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a bi-weekly basis and payment will be made within thirty (30) days from receipt of Invoice. All invoices will be supported with approved time sheets by CLIENT for hours worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. All invoices shall be emailed to CLIENT in PDF format and payment by CLIENT shall be made by electronic funds transfer (EFT).

3. That Article 6 is hereby deleted in its entirety and replaced with the following:

Vacation Pay: 4% shall be charged on all regular hours worked in lieu of VAC pay as per the Labour Standards Act of New Brunswick. Provided that this Article shall only apply to Assigned Employees to whom Exhibit A relates.

4. That the phrase "Sample Rate Schedule" in Exhibit A is hereby deleted and replaced with the following language:

"Sample Rate Schedule for **Registered Nurses, Licensed Practical Nurses & Nurse Practitioners**, placed on or before 1st September 2022 and every other Assigned Employee placed from time to time"

5. That a new Exhibit B be inserted as follows:

Sample Rate Schedule for Registered Nurses, Licensed Practical Nurses & Nurse Practitioners placed after 1st September 2022

Pricing per Healthcare Position	Pricing per hour
Nurse Practitioner	22(1)
Registered Nurse (ICU & ER)	22(1)
Registered Nurse	22(1)
Licensed Practical Nurse	22(

6. That the terms of this Addendum are hereby incorporated into the Agreement.
7. That all provisions of the Agreement not specifically varied by this Addendum shall remain in full force and effect.

Authorized representatives of the parties have executed this Addendum below to express the Parties' agreement to its terms.

Réseau de santé Vitalité

CL

21(1)

STAFFING FIRM

Signature

Signature

Dre France Desrosiers

Printed Name

Printed Name

Présidente-directrice générale

Title

Title

2022/09/13

Date

Date

Master Staffing Agreement

Goodwill Staffing & Recruitment, with its principal office located at 343 Preston street, 11th Floor, Ottawa, ON K1S 1N4 ("STAFFING FIRM") and Vitalité Health Network with its principal office located at 1750 Sunset Drive Bathurst, NB E2A 4L7 ("CLIENT") agree to the terms and conditions set forth in this Master Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will
 - a. Recruit, screen, interview, and confirm all due diligence requirements and credentials prior to submitting either a candidate to CLIENT before assigning its employees ("Assigned Employees") to perform the type of work outlined by the CLIENT;
 - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
 - c. The STAFFING FIRM is the employer of the Assigned Employee personnel for all purpose including paymaster, workers compensation coverage, professional insurance, statutory remittance, benefits, hiring and termination.
 - d. The Assigned Employees are required to abide by all the CLIENTS policies, procedures and work direction when placed at the CLIENTS facilities.
 - e. Pay, withhold, and transmit payroll taxes.

CLIENT's Duties and Responsibilities

2. CLIENT will
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and,
 - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
 - f. The CLIENT has the right to refuse the deployment of any STAFFING FIRM Personnel to their work site(s) at any time without penalty.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Expenses incurred by the STAFFING FIRM in relation to this agreement will only be reimbursed by the CLIENT to the STAFFING FIRM if approved beforehand by the CLIENT, such approval not to be unreasonably withheld. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a **bi-weekly** basis and payment will be made

within 30 days from receipt of Invoice. All invoices will be supported with approved time sheets by CLIENT for hours worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate). For the avoidance of doubt, the compensation payable under this agreement shall not include any variable pay or perks but shall only include the pay component as set out in exhibit A of this agreement. Unless specified in the agreement all other forms of compensation (overtime) for which the CLIENT will be billed for services provided by the STAFFING FIRM will be calculated in accordance with the New Brunswick Employment Standards Act.
5. Statutory Holiday Pay: any New Brunswick statutory holidays worked will be billed at 1.5 times the hourly rate.
[REDACTED]
6. Vacation Pay: 4% shall be charged on all regulars worked in lieu of stat pay as per the Employment Standards of New Brunswick.
7. Travel and Accommodation Expenses: Shall be applied to the invoice for assignments where costs incurred and where the healthcare professional resides >50 km from the work site. Where an approved assignment is cancelled by the healthcare facility; the healthcare facility will be invoiced for all prepaid travel when required and accommodations are required. STAFFING FIRM will work to ensure that the least amount of travel is required and utilized.

Irrespective of the mode of travel, for an employee's travel from his/her permanent location to and from the CLIENT location, CLIENT will pay the lesser of:

- (i) kilometrage at 22(1)(c)(i), 22(1)(c)(ii) [REDACTED] per Kilometre and
- (ii) the lowest economy airfare between the worker's permanent location to and from the CLIENT location, unless travel by flight is the only reasonable or dependable method of travel.

When STAFFING FIRM organizes such travel, CLIENT will pay for all direct costs associated with such travel, subject to copies of receipts for all costs for which reimbursement is requested. All expenses associated with the Employee's travel to and from his/her permanent location to and from the CLIENT location are applicable only at the commencement, and termination of a contract.

CLIENT shall endeavor to provide housing for the employee. Such housing will be safe, furnished, have working WIFI (when available) and be within a safe, reasonable walking distance to the CLIENT location site. Housing for the employee may be provided on a shared basis, in order to contain costs. No Party shall charge the other Party for any element of housing provided by CLIENT.

8. Per Diem: a per diem rate for meals is:
Breakfast: ten dollars (22(1) [REDACTED]);
Dinner: eighteen dollars (22(1) [REDACTED]); and
Supper: twenty-three dollars 22(1)(c) [REDACTED] to a maximum of fifty-one dollars (22(1)(c) [REDACTED]) per day, the per diem is not payable if CLIENT provides the meal.
In addition to the hourly rates outlined in Exhibit A (Sample rate schedule), the per diem rates are considered billable expenses for each worked Shift only. The worker shall be allotted the daily per-diem

food allowances noted herein, which is applicable for actual shifts worked only.

9. CLIENT will pay STAFFING FIRM 11.5 and 7.5 hours for a 12 and 8 hours shift respectively, omitting breaks;

CONVERSION

10. Subject to applicable law, should you wish to convert an Assigned worker into an employee with your organization at any time during an Assigned Employee's assignment with you, and for a period of six (6) months from the commencement of their assignment with you, a conversion fee will be charged.

Conversion fees shall be calculated using the following formula:

22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

Notwithstanding the foregoing, should you advise us of your wish to employ the Assigned Employee after such Assigned Employee has provided 1,152 hours (6 months) of services to you, **no conversion fee shall be payable.**

For **permanent hire**, you will be invoiced upon a candidate's start date. In order to validate the guarantee, the fee must be paid within 30 days of the date the offer was accepted by the employee. Should the fee not be paid within the aforementioned time period, the fee shall remain payable, but the guarantee shall no longer be valid.

GUARANTEE

11. Should the placed candidate(s) cease to be placed with the CLIENT within the first three months of the first day of placement for reasons other than those outlined in paragraph below, we will provide a credit of 100 percent of the cost of a replacement. Please note that such credit will be available for a maximum of one year following the last day of the candidate's employment.

Should the candidate cease to be employed for reasons beyond his or her control, (i.e. layoffs, position redundancy, non-payment of salary, bankruptcy or any form of creditor protection etc.) our fees would be considered earned.

Confidential Information

12. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information. Assigned Employees will sign and uphold the CLIENT Data Access and Confidentiality Agreements when placed with the CLIENT.

Cooperation

13. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

14. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its

parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

15. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
16. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
17. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 5 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
18. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

19. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
20. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
21. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
22. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
23. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
24. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
25. Neither party will not transfer or assign this Agreement without STAFFING FIRM's written consent.
26. Any notice or other communication will be deemed to be properly given only when sent via a nationally recognized courier, addressed as shown on the first page of this Agreement.
27. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or

delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Background Checks

28. STAFFING FIRM will perform background/qualification checks for all employees which it selects for assignment to CLIENT and warrants that Assigned Employees are suitable for placement

Minimum Hours Per Day

29. If CLIENT limits an Assigned Employee's work day to fewer than 4 hours, STAFFING FIRM may deem that day to include 4 hours of time worked and may bill CLIENT 4 hours if STAFFING FIRM pays the Assigned Employee for the hours.

Late Payment

30. CLIENT agrees to make payment within 30 days of receipt of invoice and after 30 days from the date of receipt, interest will accrue at 22% of the invoiced amount monthly.

No Staff Hire-Always; Fee

31. Except as otherwise stated in this Agreement, the CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 6 months thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 22(1) of the employee's annualized compensation with the new employer.

Nature of Relationship

32. The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Insurance

The STAFFING FIRM will purchase and maintain throughout the Term professional liability insurance in an amount not less than 22(1)(c)(i), inclusive per claim insuring the STAFFING FIRMS liability resulting from errors and omissions in the performance of the services and this policy will be endorsed to provide the CLIENT with 30 days advance written notice of cancellation.

Headings

33. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

34. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before a Canadian Arbitration Association location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

35. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

36. This agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick, without reference to any conflicts of law principles thereof.

Assignment of Agreement

37. CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

Term of Agreement

This Agreement will be for a term of _____ from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 15 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

_____	_____
CLIENT	STAFFING FIRM
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A
Sample Rate Schedule

<u>Pricing per Healthcare Position</u>	<u>Pricing per hour</u>
Registered Nurse	22(1)(c)
Registered Nurse (ICU & ER)	(i), 22(1)(c)
Nurse Manager	(ii)
Nurse Practitioner	
Licensed Practical Nurse	
Health Care Aide	
Respiratory Therapist	
Mental Health Therapist	
Registered Psychiatric Nurse	
Pharmacy Technician	
Pharmacy Assistant	
Physiotherapist	
Occupational Therapist	
On call rate	
Medical Imaging & Diagnostic Services	
Ultrasound Technologist	
Echo Technologist	
MRI Technologist	
CT Technologist	
X-Ray Technologist	
Lab X-ray Technologist	
CLXT - Combined Lab X-ray Technologist	
Cardiology Technologist	
Lab. Technologist	

**** COVID Premium** (for facilities where there has been at least one recorded case of COVID-19 amongst the patients until such facility is declared COVID free): Plus 22(1) of hourly rate;
**** Permanent Hire:** 22(1) of 1st Year Salary.

Vitalité Health Network

CLIENT

21(1)

STAFFING FIRM

Signature

Signature

Dre France Desrosiers

Printed Name

Printed Name

President and CEO

Title

Title

2022/06/02

Date

Date

Master Staffing Agreement

Goodwill Staffing & Recruitment, with its principal office located at 343 Preston street, 11th Floor, Ottawa, ON K1S 1N4 ("STAFFING FIRM") and Vitalité Health Network with its principal office located at 1750 Sunset Drive Bathurst, NB E2A 4L7 ("CLIENT") agree to the terms and conditions set forth in this Master Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will
 - a. Recruit, screen, interview, and confirm all due diligence requirements and credentials prior to submitting either a candidate to CLIENT before assigning its employees ("Assigned Employees") to perform the type of work outlined by the CLIENT;
 - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
 - c. The STAFFING FIRM is the employer of the Assigned Employee personnel for all purpose including paymaster, workers compensation coverage, professional insurance, statutory remittance, benefits, hiring and termination.
 - d. The Assigned Employees are required to abide by all the CLIENTS policies, procedures and work direction when placed at the CLIENTS facilities.
 - e. Pay, withhold, and transmit payroll taxes.

CLIENT's Duties and Responsibilities

2. CLIENT will
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and,
 - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
 - f. The CLIENT has the right to refuse the deployment of any STAFFING FIRM Personnel to their work site(s) at any time without penalty.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Expenses incurred by the STAFFING FIRM in relation to this agreement will only be reimbursed by the CLIENT to the STAFFING FIRM if approved beforehand by the CLIENT, such approval not to be unreasonably withheld. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a **bi-weekly** basis and payment will be made

within 30 days from receipt of Invoice. All invoices will be supported with approved time sheets by CLIENT for hours worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate). For the avoidance of doubt, the compensation payable under this agreement shall not include any variable pay or perks but shall only include the pay component as set out in exhibit A of this agreement. Unless specified in the agreement all other forms of compensation (overtime) for which the CLIENT will be billed for services provided by the STAFFING FIRM will be calculated in accordance with the New Brunswick Employment Standards Act.
5. Statutory Holiday Pay: any New Brunswick statutory holidays worked will be billed at 1.5 times the hourly rate.
[REDACTED]
6. Vacation Pay 22(1)(c) shall be charged on all regulars worked in lieu of stat pay as per the Employment Standards of New Brunswick.
7. Travel and Accommodation Expenses: Shall be applied to the invoice for assignments where costs incurred and where the healthcare professional resides >50 km from the work site. Where an approved assignment is cancelled by the healthcare facility; the healthcare facility will be invoiced for all prepaid travel when required and accommodations are required. STAFFING FIRM will work to ensure that the least amount of travel is required and utilized.

Irrespective of the mode of travel, for an employee's travel from his/her permanent location to and from the CLIENT location, CLIENT will pay the lesser of:

- (i) kilometrage at 22(1)(c)(i), 22(1)(c)(ii) per Kilometre and
- (ii) the lowest economy airfare between the worker's permanent location to and from the CLIENT location, unless travel by flight is the only reasonable or dependable method of travel.

When STAFFING FIRM organizes such travel, CLIENT will pay for all direct costs associated with such travel, subject to copies of receipts for all costs for which reimbursement is requested. All expenses associated with the Employee's travel to and from his/her permanent location to and from the CLIENT location are applicable only at the commencement, and termination of a contract.

CLIENT shall endeavor to provide housing for the employee. Such housing will be safe, furnished, have working WIFI (when available) and be within a safe, reasonable walking distance to the CLIENT location site. Housing for the employee may be provided on a shared basis, in order to contain costs. No Party shall charge the other Party for any element of housing provided by CLIENT.

8. Per Diem: a per diem rate for meals is:
Breakfast: ten dollars (22(1)(c))
Dinner: eighteen dollars (22(1)(c)); and
Supper: twenty-three dollars (22(1)(c)), to a 22(1)(c)(i), 22(1)(c)(ii), the per diem is not payable if CLIENT provides the meal.
In addition to the hourly rates outlined in Exhibit A (Sample rate schedule), the per diem rates are considered billable expenses for each worked Shift only. The worker shall be allotted the daily per-diem

food allowances noted herein, which is applicable for actual shifts worked only.

9. CLIENT will pay STAFFING FIRM 11.5 and 7.5 hours for a 12 and 8 hours shift respectively, omitting breaks;

CONVERSION

10. Subject to applicable law, should you wish to convert an Assigned worker into an employee with your organization at any time during an Assigned Employee's assignment with you, and for a period of six (6) months from the commencement of their assignment with you, a conversion fee will be charged.

Conversion fees shall be calculated using the following formula:

22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

22(1)(c)(i), 22(1)(c)(ii)

Notwithstanding the foregoing, should you advise us of your wish to employ the Assigned Employee after such Assigned Employee has provided 1,152 hours (6 months) of services to you, **no conversion fee shall be payable.**

For **permanent hire**, you will be invoiced upon a candidate's start date. In order to validate the guarantee, the fee must be paid within 30 days of the date the offer was accepted by the employee. Should the fee not be paid within the aforementioned time period, the fee shall remain payable, but the guarantee shall no longer be valid.

GUARANTEE

11. Should the placed candidate(s) cease to be placed with the CLIENT within the first three months of the first day of placement for reasons other than those outlined in paragraph below, we will provide a credit of 100 percent of the cost of a replacement. Please note that such credit will be available for a maximum of one year following the last day of the candidate's employment.

Should the candidate cease to be employed for reasons beyond his or her control, (i.e. layoffs, position redundancy, non-payment of salary, bankruptcy or any form of creditor protection etc.) our fees would be considered earned.

Confidential Information

12. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information. Assigned Employees will sign and uphold the CLIENT Data Access and Confidentiality Agreements when placed with the CLIENT.

Cooperation

13. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

14. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its

parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

15. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
16. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
17. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 5 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
18. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

19. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
20. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
21. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
22. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
23. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
24. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
25. Neither party will not transfer or assign this Agreement without STAFFING FIRM's written consent.
26. Any notice or other communication will be deemed to be properly given only when sent via a nationally recognized courier, addressed as shown on the first page of this Agreement.
27. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or

delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Background Checks

28. STAFFING FIRM will perform background/qualification checks for all employees which it selects for assignment to CLIENT and warrants that Assigned Employees are suitable for placement

Minimum Hours Per Day

29. If CLIENT limits an Assigned Employee's work day to fewer than 4 hours, STAFFING FIRM may deem that day to include 4 hours of time worked and may bill CLIENT 4 hours if STAFFING FIRM pays the Assigned Employee for the hours.

Late Payment

30. CLIENT agrees to make payment within 30 days of receipt of invoice and after 30 days from the date of receipt, interest will accrue at 3% of the invoiced amount monthly.

No Staff Hire-Always; Fee

31. Except as otherwise stated in this Agreement, the CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 6 months thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 20% of the employee's annualized compensation with the new employer.

Nature of Relationship

32. The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Insurance

The STAFFING FIRM will purchase and maintain throughout the Term professional liability insurance in an amount not less than **22(1)(c)(i)**, inclusive per claim insuring the STAFFING FIRMS liability resulting from errors and omissions in the performance of the services and this policy will be endorsed to provide the CLIENT with 30 days advance written notice of cancellation.

Headings

33. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

34. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before a Canadian Arbitration Association location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

35. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

36. This agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick, without reference to any conflicts of law principles thereof.

Assignment of Agreement

37. CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

Term of Agreement

This Agreement will be for a term of _____ from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 15 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

_____	_____
CLIENT	STAFFING FIRM
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A
Sample Rate Schedule

<u>Pricing per Healthcare Position</u>	<u>Pricing per hour</u>
Registered Nurse	22(
Registered Nurse (ICU & ER)	22(
Nurse Manager	22(
Nurse Practitioner	22(
Licensed Practical Nurse	22(
Health Care Aide	22(
Respiratory Therapist	22(1)
Mental Health Therapist	22(1
Registered Psychiatric Nurse	22(1)
Pharmacy Technician	22(1)
Pharmacy Assistant	22(
Physiotherapist	22(1
Occupational Therapist	22(1
On call rate	22(
Medical Imaging & Diagnostic Services	22(
Ultrasound Technologist	22(1
Echo Technologist	22(
MRI Technologist	22(1
CT Technologist	22(
X-Ray Technologist	22(
Lab X-ray Technologist	22(
CLXT - Combined Lab X-ray Technologist	22(
Cardiology Technologist	22(
Lab. Technologist	22(

**** COVID Premium** (for facilities where there has been at least one recorded case of COVID-19 amongst the patients until such facility is declared COVID free): Plus █ of hourly rate;
**** Permanent Hire:** █ of 1st Year Salary.

Vitalité Health Network

CLIENT

STAFFING FIRM

Signature

Signature

Dre France Desrosiers

Printed Name

Printed Name

President and CEO

Title

Title

2022/06/02

Date

Date

Addendum to Master Staffing Agreement

Goodwill Staffing & Recruitment, with its principal office located at 343 Preston Street, 11th floor, ON K1S 1N4, Canada ("STAFFING FIRM") and Vitalité Health Network, with its principal office located at 1750 Sunset Drive Bathurst, NB E2A 4L7 ("CLIENT") agree to the terms and conditions set forth in this Addendum to Staffing Agreement (the "Addendum").

WHEREAS the STAFFING FIRM and the CLIENT entered an agreement dated 03 June 2022 (the "Effective Date") for the provision of Healthcare workers placements to the CLIENT (the "**Agreement**").

WHEREAS the STAFFING FIRM and the CLIENT have agreed to increase the applicable rates for Registered Nurses, Licensed Practical Nurses and Nurse Practitioners.

WHEREAS the Parties have agreed to amend the Agreement as set out in this Addendum with effect from the Effective Date.

IT IS HEREBY AGREED AS FOLLOWS:

1. Unless otherwise defined in this Addendum, words and expressions defined in the Agreement shall have the same meaning where used in this Addendum.
2. That Article 3 is hereby deleted in its entirety and replaced with the following:

CLIENT will pay STAFFING FIRM for its performance at the rates set forth in Exhibit A and Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Provided that the CLIENT may revise the rates as set out in Exhibit B (only) downward and in any case, such downward revision shall not be lower than the rates in Exhibit A, upon a forty-two (42) - day written notice to the STAFFING FIRM. Expenses incurred by the STAFFING FIRM in relation to this agreement will only be reimbursed by the CLIENT to the STAFFING FIRM if approved beforehand by the CLIENT, such approval not to be unreasonably withheld. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a bi-weekly basis and payment will be made within thirty (30) days from receipt of Invoice. All invoices will be supported with approved time sheets by CLIENT for hours worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. All invoices shall be emailed to CLIENT in PDF format and payment by CLIENT shall be made by electronic funds transfer (EFT).

3. That Article 6 is hereby deleted in its entirety and replaced with the following:

Vacation Pay: ~~22%~~ shall be charged on all regular hours worked in lieu of VAC pay as per the Labour Standards Act of New Brunswick. Provided that this Article shall only apply to Assigned Employees to whom Exhibit A relates.

4. That the phrase "Sample Rate Schedule" in Exhibit A is hereby deleted and replaced with the following language:

"Sample Rate Schedule for **Registered Nurses, Licensed Practical Nurses & Nurse Practitioners**, placed on or before 1st September 2022 and every other Assigned Employee placed from time to time"

5. That a new Exhibit B be inserted as follows:

Sample Rate Schedule for Registered Nurses, Licensed Practical Nurses & Nurse Practitioners placed after 1st September 2022

Pricing per Healthcare Position	Pricing per hour
Nurse Practitioner	22(1)
Registered Nurse (ICU & ER)	22(1)
Registered Nurse	22(1)
Licensed Practical Nurse	22(

6. That the terms of this Addendum are hereby incorporated into the Agreement.
7. That all provisions of the Agreement not specifically varied by this Addendum shall remain in full force and effect.

Authorized representatives of the parties have executed this Addendum below to express the Parties' agreement to its terms.

Réseau de santé Vitalité

CLIE 21(1)

STAFFING FIRM

Signature

Signature

Dre France Desrosiers

Printed Name

Printed Name

Présidente-directrice générale

Title

Title

2022/09/13

Date

Date

Purchase of Service Agreement
(the "Agreement")

THIS AGREEMENT is made as of 02 / 04 / 2022 (the "Effective Date").

BETWEEN

HER MAJESTY THE QUEEN,
in Right of the Province of New Brunswick
as represented by the Minister of Health
(hereinafter referred to as the "Minister")

-and-

9059822 Canada Inc. o/a Canadian Health Labs
having its head office at
3 - 1870 Albion Road,
Etobicoke, Ontario M9W 5T2
(hereinafter referred to as the "Contractor")

The Minister is desirous of receiving services as set out in this agreement to support COVID-19 immunization and COVID-19 specimen collection activities in the province of New Brunswick;

The Contractor hereunder is desirous of providing said services as set out in this agreement;

Therefore, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

"Agent", in relation to a custodian, means an information manager or an individual or organization that acts for or on behalf of the custodian in respect of personal health information for the purposes of the custodian and not for the agent's own purposes, whether or not the information manager, individual or organization is remunerated by the custodian, but does not include an employee of the custodian and includes an "agent" as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

"Business Day" means any day other than Saturday, Sunday or a statutory holiday under the laws of New Brunswick or Canada.

"Confidential Information" means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to Contractor by the Minister or gathered by Contractor from inspection of any property, activities or facilities of the Minister, regardless of whether Contractor obtained the information before or after the Term or whether the information is specifically identified or marked as "Confidential" or "Proprietary". This includes Personal Information in the care of the Minister, as regulated by the *Right to Information and Protection of Privacy Act* (RTIPPA) and the *Personal Health Information Privacy and Access Act* (PHIPAA). Unless otherwise stated, the term "Confidential Information" includes "Personal Health Information".

"Data" means completed immunizations and documented consent forms.

"Health Information Custodians" means an individual or organization that collects, maintains or uses personal health information for the purpose of providing or assisting

in the provision of health care or treatment or the planning and management of the health care system or delivering a government program or service and includes a 'custodian' as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

"Intellectual Property" means all worldwide rights under contract, statute, or common law, whether or not perfected, and associated with patent, copyright, trademark, trade secrets, and other rights analogous to them and any other proprietary rights relating to intangible or intellectual property now existing or later recognized under the laws of any jurisdiction.

"Immunizer" means the employee has completed a health or allied health post-secondary program with a minimum education indicated as per New-Brunswick's Standard Operational Procedure: Completion of Immunization Competency Training for COVID-19 Vaccines. For all age groups, immunizers must already be competent, especially for immunizations given to the 5-11 year old group. As per clinic roles, the immunizer: draws up and administers vaccines; ensures cold chain of vaccine is maintained; monitors for reactions post-immunization and manages any adverse effects following immunization as required; follows informed consent process; complies with workplace safety procedures; follows PPE policies and procedures; physically capable of carrying out clinical skills such as immunization.

"Material(s)" means all materials, data, reports, studies, memoranda, correspondence, manuals, records, plans, specifications, tapes or programs, either in written, magnetic or electronic form, which are provided by the Minister to the Contractor in the performance of the Contractor's services under this Agreement, and any copies or reproductions thereof, or materials which are prepared or produced by the Contractor specifically for and paid for by the Minister under this Agreement.

"Minister" means the Minister of Health and includes any person designated to act on the Minister's behalf.

"Non-licensed operational team member" means non clinical , non-immunizer individuals providing administrative support to the clinic.

"Person" means an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

"Personal Health Information" means identifying information about an individual in oral or recorded form if the information

(a) relates to the individual's physical or mental health, family history or health care history, including genetic information about the individual,

(b) is the individual's registration information, including the Medicare number of the individual,

(c) relates to the provision of health care to the individual,

(d) relates to information about payments or eligibility for health care in respect of the individual, or eligibility for coverage for health care in respect of the individual,

(e) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any body part or bodily substance,

(f) identifies the individual's substitute decision-maker, or

(g) identifies an individual's health care provider, as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05).

"Privacy and Security Policy" has the meaning set forth in "Section 5 (9) and (10).

"Services" means the deliverables to be performed by the Contractor in accordance with Schedule "A".

2. SERVICES

- (1) The Contractor agrees to provide the Minister with professional services as set out in Schedule “A” attached here to;
- (2) The Obligations of the Minister are set out in Schedule “B”.
- (3) Nothing in this Agreement gives the Contractor an exclusive right to provide the Services and the Minister may enter into agreements with other contractors for Services equivalent to the Contractor’s. The Contractor may provide its services to third parties. The Contractor will not enter into any other contract that might prejudice the ability to provide Services as set out in Schedule “A”.
- (4) The Contractor acknowledges
 - a) the existing and worldwide impact of the COVID-19 pandemic;
 - b) that they have taken COVID-19 and its impact into account and despite the global effect on business can provide the professional services as set out in Schedule “A”;
 - c) that the COVID-19 pandemic does not constitute Force Majeure as described in Section 13 (5), unless agreed upon by both parties in writing.

3. TERM

The Parties agree that this Agreement shall commence on January 11, 2022 and shall terminate on March 31st, 2022 unless terminated earlier in accordance with the provisions of this Agreement.

4. COMPENSATION

- (1) The Minister shall pay the Contractor the amounts as set forth in Schedule “C” attached here to;
- (2) The Minister may withhold any payment for Services without incurring interest while the Contractor is in breach of this Agreement.

5. CONFIDENTIALITY

- (1) The Contractor shall not at any time use or disclose any Confidential Information that it receives from the Minister pursuant to this Agreement or that relates to the affairs of the Minister except as expressly agreed upon under this Agreement or as required by law. Furthermore, the Contractor shall not use at any time (whether during the term of this Agreement or after its termination or expiry) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any business development programs, or plans belonging to or relating to the affairs of the Minister, including knowledge relating to customers, clients, or employees of the Minister.
- (2) The obligations of the Contractor under 5(1) above will not apply to Confidential Information that the Contractor can demonstrate (i) at the time of disclosure is generally available to the public through no breach of this Agreement or other wrongful act by the Contractor, (ii) has been received by the Contractor from a third party without restriction on disclosure and without breach of any agreement or other wrongful act by the Contractor, (iii) is independently developed by the Contractor without regard to the Material of the Minister, or (iv) is required to be disclosed by law or order of a court of competent jurisdiction, provided that the Contractor shall furnish prompt written notice to the Minister of such required disclosure.

- (3) The Contractor shall be considered to be an agent of the Department of Health ("DH") as defined under the Personal Health Information Privacy and Access Act (PHIPAA). The Minister agrees to disclose to the Contractor, the data required, subject to the terms of this Service Agreement. The Contractor has agreed to provide these services in accordance with this Service Agreement.
- (4) The Contractor agrees that Confidential Information about any individual arising from the performance of this Agreement is or may be subject to federal and provincial privacy legislation, as amended from time to time. The Contractor covenants to maintain the confidentiality of such Confidential Information and adhere to any applicable privacy-related legislation in force during the term of this Agreement.
- (5) Notwithstanding the foregoing, the Contractor acknowledges that all Confidential Information relating to this Agreement that is in the custody or control of the Minister is subject to the right to information legislation and regulations thereunder, as amended from time to time. The Contractor understands and agrees that the Minister may be required to disclose certain Confidential Information pursuant to said legislation, and other New Brunswick statutes.
- (6) The Contractor agrees to adhere to all written DH Policies, standards and guidelines applicable to the security of Confidential Information, provided said documentation is delivered by the Minister to the attention of the Contractor.
- (7) The provisions of this article shall continue to bind the Contractor notwithstanding the expiration or termination of the Agreement
- (8) In the event that the Contractor is subject to the provisions of a Data Use and Confidentiality Agreement with the Department of Health, the obligations contained therein shall be deemed incorporated into this Agreement and shall remain in full force and effect notwithstanding that the provisions may be more onerous than those contained herein.
- (9) **PRIVACY AND DATA MANAGEMENT**
 - (a) **Personal Information of the Customer**

Each party acknowledges and agrees that any disclosure, collection and use of data pursuant to this Service Agreement must comply with the Right to Information and Protection of Privacy Act, R.S.N.B., c. R-10.6 (as amended) ("RTIPPA"), the Personal Health Information Privacy and Access Act S.N.B. 2009, c. P-7.05 (as amended) (PHIPAA) and any other or successor legislation in effect in the Province of New Brunswick from time to time and with any other relevant privacy protection legislation.

- (b) **Protection of Personal Information and Personal Health Information**

The Contractor agrees to protect Personal and Personal Health Information of the by adhering to the requirements for such protection under RTIPPA and PHIPAA which includes, but is not limited to, the following:

- (i) only collect such Personal Information and Personal Health Information as is necessary for the purposes of delivering the services under this Service Agreement;
- (ii) only use or disclose the minimum amount of such Personal Information and Personal Health Information as necessary for the purposes of delivering services under this Service Agreement;
- (iii) be responsible to protect and maintain the confidentiality of any such Personal Information and Personal Health Information required to carry out the services under this Service Agreement within its control;

- (iv) limit access to the Personal Information and Personal Health Information to only those required to carry out the services under this Service Agreement; and
- (v) maintain reasonable physical, organizational and technological safeguards to ensure the confidentiality, accuracy and integrity of the Personal Information and Personal Health Information and protect the Personal Information and Personal Health Information against any loss or theft, as well as unauthorized access, use, disclosure, destruction or copying of any personal information.

(c) **Data Management**

The Contractor will apply retention and disposition processes to the DH's data in compliance with all Acts, Policies and Procedures relevant to the management of "said" data, including but not exclusive to the NB Archives Act and the NB Public Records Act as agreed to by SNB and the Minister. The Contractor will take reasonable steps to protect Data against loss, theft, and unauthorized access, use, disclosure, copying, modification, disposal or destruction in accordance with applicable privacy laws and regulations and will also follow GNB and DH policies and procedures related to how to retain, protect, transmit, store, dispose, destroy and handle privacy breaches involving Data subject to this Service Agreement (SA).

- (10) **Privacy Incident/Breach:** The Contractor will immediately notify DH Chief Privacy Officer(CPO) in the event of a suspected or actual breach or incident, in writing in the event that Data subject of this SA is lost, stolen, accessed, used, disclosed, copied, modified or disposed of by unauthorized persons or in an unauthorized manner or both. The Contractor agrees to work in liaison with DH CPO to remedy the breach and in accordance with any and all applicable Privacy Breach Management Policies and procedure. The relevant privacy legislation should be consulted for any mandatory breach notification requirements to affected individuals and/or the Ombud of New Brunswick.

6. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no provision of the Agreement that gives the Minister a measure of control over the Services shall be construed so as to cause the Contractor's personnel to be considered employees of the Minister.

7. ASSIGNMENT AND SUBCONTRACTING

- (1) The rights and liabilities of this agreement are not assignable by either party without the prior written consent of the other.
- (2) The Contractor shall not subcontract any part of its obligations under this Agreement without the prior written consent of the Minister, which shall not be unreasonably withheld.
- (3) Consent under 7(2) shall not relieve the Contractor from any of its obligations under this agreement or impose on the Minister any liability to the subcontractor.

8. LIABILITY AND INDEMNITY

- (1) The Contractor shall indemnify, hold harmless and defend the Minister from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Contractor, its directors, officers, employees, agents and subcontractors.

- (2) The Minister shall indemnify, hold harmless and defend the Contractor from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Minister, its directors, officers, employees, agents and subcontractors.
- (3) Notwithstanding subsections 8(1) and 8(2), the parties expressly acknowledge and agree that they shall not be liable for each other's indirect or consequential damages or for lost profits or revenues under this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, or breach of warranty breach of fiduciary duty, indemnification or otherwise.
- (4) The Contractor shall maintain such insurances required to perform the Services under this Agreement.
- (5) Notwithstanding subsection 8(4), the Minister shall provide coverage to the Contractor under the *Health Services Liability Protection Plan* while performing the Services listed in Schedule "A".
- (6) The entire liability for both parties for all claims in the aggregate arising from or related to this agreement shall not exceed the 22(1)(c)(i), 22(1)(c)(ii).
- (7) The contractor as the employer of the immunizer is responsible to ensure immunizers practicing in NB meet the competency requirements as per *the NB Immunization Program Guide* and as outlined in the *Standard Operational Procedure: Completion of Immunization Competency Training for COVID-19 Vaccines*.

9 TERMINATION WITHOUT CAUSE

- (1) The Parties agree that this Agreement shall not be terminated without cause until March 31, 2022.

10 TERMINATION FOR CAUSE

- (1) If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the party in breach fails to remedy the breach within five (5) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining party.
- (2) All work authorized by this Agreement prior to the effective date of termination shall be completed by the Contractor as if this Agreement were still in full force.
- (3) Upon completion of all work pursuant to Article 10(2), the Contractor shall immediately turn over to the Minister all completed programs, reports, data, specifications, diagrams and all other material generated during the performance of the Services under this Agreement, and further the Contractor shall return all Confidential Information furnished to the Contractor by the Minister pursuant to this Agreement.
- (4) Notwithstanding the provisions of Article 10(1), the Minister may terminate this Agreement by written notice to take effect immediately upon receipt of it by the Contractor if:

- (a) the Contractor is in breach of article 5 of this Agreement; or

- (b) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or winding-up of the Contractor are instituted; or
- (c) the Contractor attempts to assign or cede any interest in this agreement without the prior written consent of the Minister; or
- (d) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement. At the request of the Contractor, the Minister may waive this condition.

11 OBLIGATIONS OF CONTRACTOR UPON TERMINATION OR EXPIRY OF AGREEMENT

Upon termination of the agreement for any reason, whether by expiration of the term or pursuant to Articles 9 or 10, the Contractor agrees to provide all material in its possession to any successor chosen by the Minister in order to facilitate the transition. The Minister agrees that the Contractor will be compensated, up to the date of expiry or breach of this agreement, in accordance with the terms of Schedule "B" attached hereto.

12. NOTICES

Wherever in this agreement notice is required or permitted to be given or served be either party to or on the other, the notice shall be in writing and will be given by personal delivery, commercial courier service, registered mail (postage prepaid) or by electronic transmission and addressed to the applicable party as follows:

To the Minister at: Jennifer Elliott, Assistant Deputy Minister, Public Health NB (Acting)
HSBC Place, P. O. Box 5100
Fredericton, NB E3B 5G8
Phone: (506) 444-2112
Email: Jennifer.Elliott@gnb.ca

To the Contractor at: Bill Hennessy
Unit 3 - 1870 Albion Road
Etobicoke, Ontario, M8W 5T2
Email : bill@canadianhealthlabs.ca

For the purposes of this Article 12, a Notice will be considered validly given at the following times:

Delivery Method	Time of Notice
-by personal delivery or commercial courier service	day of actual delivery
-by registered mail	the 5 th Business Day following the deposit in the mail, except that in the event of an actual or threatened disruption of regular postal service, notice will not be effective if given by mail
-by electronic transmission	on the day of transmission

If the time of delivery is not a Business Day or if the Notice is received after ordinary office hours at the place of receipt, the Notice will be considered received on the next Business Day.

13. GENERAL CONDITIONS

- (1) **Entire agreement and waiver.** This Agreement constitutes all of the agreements between the Contractor and the Minister pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties to it. There are no warranties, representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this agreement. No supplement, modifications, waiver or termination of this Agreement shall be binding unless executed in writing by the party hereto to be bound thereby. No waiver of any other provisions of this Agreement (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.
- (2) **Extended Meanings.** In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, sole proprietors, corporations, partnerships, trusts and unincorporated associations.
- (3) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein.
- (4) **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- (5) **Force Majeure** means a delay in the performance of the services occurring without the fault or negligence of either party, which delay both parties could not have reasonably foreseen, caused by events beyond the control of either party or by such type and kind of events as set forth below, but not limited to those specific events. The types and kinds of events referred to in this Article include the following: acts of God; acts of the public enemy; civil war; insurrections or riots; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions, other than those related to COVID-19; governmental priorities or allocation requirements or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events, or a delay in performance of a subcontract by a subcontractor due to any of the events referred to above which is beyond its control and without its fault or negligence.

Within five (5) business days of becoming aware of a Force Majeure, the Contractor must provide written notice to the Minister of the describing the following:

- a) the nature of the Force Majeure (as listed above);
- b) what Services listed in Schedule "A" are being delayed;
- c) the reasons why the Services are being delayed;
- d) the expected duration of the delay;
- e) what steps will be taken to resume Services.

- (6) **Conflict of Interest.**

Contractor warrants that at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment exists or is likely to arise in relation to execution of this Agreement or its subject matter. Contractor undertakes to notify the Minister in writing immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of the Minister to appropriately manage the conflict of interest, within the time frame stipulated by the Minister in writing.

- (7) **Schedules.** The attached Schedules A ,B,C, and D hereto form a part of this agreement. In the event of a conflict or inconsistency between one or more of the provisions of the documents specified below, the documents will govern in the following order:
- (i) This Agreement
 - (ii) Schedules to this Agreement
- (8) **Amendment.** No modification of this Agreement is valid unless set out in writing by the parties.
- (9) **Language.** The Parties have required that this agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- (10) **Audits.** At the request of the Minister, Contractor shall provide proper and detailed accounts and records related to the cost of the Services performed under this Agreement. The Contractor will maintain such data for a period of one (1) year following the termination or expiry of this Agreement. On request, Contractor shall provide the Minister or its representatives, access to Contractor and its facilities and those of its agents and subcontractors in order to perform audits deemed necessary by the Minister in the public interest and to ensure Contractor's compliance with the terms and conditions of this Agreement. The Contractor shall produce such personal information as, in the opinion of the Minister, is reasonably required by the Minister to conduct the audit, provided that the Minister shall maintain it in confidence, shall not retain the information, and shall not use it for any other purpose.
- (11) **Dispute Resolution.** The parties agree that all matters in dispute between the parties in relation to this Agreement that cannot be resolved will be referred to the Arbitration of a single arbitrator and will be conducted pursuant to the Arbitration Act, 1992, Chapter A-10.1. The decision of the Arbitrator will be binding on the parties, heirs, successors, executors and assigns.
- (12) **Warranties.** The Contractor warrants and represents to the Minister that:
- (a) the deliverables to be provided under this agreement will conform in all respects to Schedule « A ».
 - (b) the deliverables will be delivered in a proper, efficient and businesslike manner.
- (13) **Ownership of Work Product/Services.**
- (a) The work product and finished Services pursuant to Article 2 is the sole property of the Minister.
 - (b) The Contractor has no moral and intellectual property rights in Services provided pursuant to Article 2.

- (c) Permission to share, publish in any form and/or distribute the work product and finished services will require prior written approval of the Minister.
- (14) **Health and Safety.** The Contractor must comply with all Government of New Brunswick (GNB) health and safety policies and standards, including, without limitation all health and safety policies and standards related to COVID-19, as applicable. Go to www.gnb.ca/nbon to view the full policy and FAQs.
- (15) **Execution.** This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.
- (16) **Official Languages.** The Contractor must ensure compliance with the Official Languages Act in the delivery of services.

Signatures on following page

The Parties have executed this Agreement by signing below.

HER MAJESTY THE QUEEN in Right of the
Province of New Brunswick as represented by
the delegate of the Minister of Health

21(1)



Heidi Liston
Deputy Minister

4.2.22
Date

**9059822 Canada Inc. o/a Canadian Health
Labs**

February 3, 2022
Date

21(1)



Authorized Signing Officer
Bill Hennessey
CEO
9059822 Canada Inc O/A Canadian Health
Labs
I have the authority to bind the Corporation

SCHEDULE "A"

STATEMENT OF WORK

Background

There is a requirement to fill critical staffing gaps for the administration of COVID-19 vaccines, particularly with the expansion of the eligible age to 18+ for 3rd doses and the pediatric vaccine for 5-11 year-olds. In order to immunize the New Brunswick population as quickly as possible, additional resources are required. Services may also be requested to provide the collection of COVID-19 samples as set out below at Regional Health Authority (RHA) assessment sites, pop-up centres, institutions, or mobile sites in the Province of New Brunswick (the "Locations").

In the provision of vaccinations, the Contractor shall:

1. Provide a minimum of 10 and a maximum of 20 teams of four persons (one licensed immunizer per team; three non-licensed operational team members) on-site to support COVID-19 vaccination activities within the province of NB. Specific locations for clinics to be determined based on ongoing analysis. Clinics may consist of support to current RHA clinics, separate standalone clinics and / or mobile clinics.
2. A Team day is up to 8 hours per day. Setup and tear down is included in the up to 8 hours per team day. 50% of travel time is included in the up to 8 hours per team day.
3. Travel to designated sites to administer vaccinations or set up mobile vaccination and conduct services in designated space.
4. If required, set-up and tear down of all equipment required to conduct vaccine administration as well as clean-up of all sites.
5. Ensure that immunizers are fully vaccinated with approved COVID-19 vaccines as per NB policy.
6. Follow NB guidance for required PPE for all staff at immunization clinics.
7. Immunizers must meet NB minimum standards which includes education and training. immunizers, must be health and or allied health professionals such as but not limited to:
 - Physicians
 - Physician Assistants
 - Nurse Practitioners
 - Registered Nurses
 - Registered Psychiatric Nurses
 - Licensed Practical Nurses
 - Paramedics
 - Pharmacists
 - Midwives
 - Dentists
 - Physiotherapists
 - Medical Lab Technologists
 - Medical Radiology Technicians (i.e.: Diagnostic Imaging, Nuclear medicine, radio-oncology)
 - Respiratory Therapists

- Occupational Therapists
 - Veterinarians
 - Veterinary Technologists
 - Chiropractors
 - Optometry
8. Ensure that immunizers review, comply and sign the COVID-19 Medical Directives in the Standard Operational Procedure: Completion of Immunization Competency Training for COVID-19 Vaccines and provide signed copy to the Department of Health and their employer.
 9. Submit immunization data for the Public Health Information Solution (PHIS) entry 24-48 hours after the clinic to the central data entry team at DH. Place the consent forms into an envelope, seal the flap and initial on the flap and send by courier via CanadaPost Xpresspost to:

GNB Department of Health
 HSBC Place
 520 King Street, 4th Floor Reception
 Fredericton, NB. E3B 5G8
 c/o Mark Mason

10. Submit a report to the Minister via the Vaccine Operations Center which shows Daily clinic statistics as outlined in Appendix A and B (attached).

In the provision of the COVID-19 sample collection services, the Contractor shall adhere to the requirements outlined below:

1. The Contractor will ensure the teams are capable of collecting COVID-19 samples via nares and throat and or nasopharyngeal (NP) and will ensure there is clinical oversight at all times.
2. The Contractor will ensure teams are trained regarding the donning and doffing of PPE in accordance with provincial standards, and the appropriate collection of samples as well as required administrative processes as provided and directed by the Medical Officer of Health or its designate.
3. The contractor will follow the direction and guidance of the Medical Officer of Health related to COVID-10 sample collection, the location of the sample collection, the timelines and frequency for the sample collection and the method of collection(e.g., nares and throat, NP swab) and the method of the test (e.g. regular PCR, rapid test).
4. The contractor will provide relevant information to clients regarding the purpose of the collection, the frequency of the collection, relevant public health guidelines and how they will be notified of the test results.

In the provision of the COVID-19 Case and Contact Management services, the contractor shall adhere to the requirements outlined below:

1. The contractor will ensure the teams are capable of following the most recent NB Guidance for Case and Contact Management.
2. The contractor will ensure the teams are using the data management systems required for reporting of case and contact.

3. The contractor will ensure the teams report to regional public health or regional medical officers of health as per NB Guideline for Case and Contact Management.

Notes:

The Contractor shall not recruit New Brunswick employees to move to another province for the TERM of this Agreement.

Any New Brunswick employee hired by the Contractor shall be net new to the New Brunswick healthcare system.

SCHEDULE "B"

OBLIGATIONS OF THE MINISTER

The Minister shall:

- (1) Ensure that business requirements are in place that include internet connectivity at clinic sites, physical spaces, furniture and other relevant items.
- (2) Provide access to one clinical lead per clinic either onsite or remote for program support.
- (3) Provide all PPE and immunization supplies.
- (4) Pay for EPIC training as required.
- (5) Effective Friday February 4, 2022, subject to this Agreement being executed by both parties on that date, , to deploy and compensate the Contractor for a minimum of 10 teams a day for 7 days per week until March 31, 2022. The compensation for the minimum of 10 teams per day for 7 days a week is subject to the teams being made available on-site by the Contractor.
- (6) Will use mutually signed Ordering Documents as provided by the Contractor to determine Deployment Specifics and Locations.
 - a. The Minister and the Contractor will mutually sign off on the Ordering Documents with seven days notice on deployment locations (excluding Testing outbreak locations which will require the Minister to advise of the outbreak testing locations a minimum of 24 hours before the deployment) and deployment specifics (vaccination, testing, and / or case management, pickup/drop-off locations and any other specific details of the deployment which the Contractor requires to provide the Services.
- (7) The Minister may increase the number of Teams deployed per day per week to up to 20 teams for the upcoming week conditional on advising the Contractor in writing using the Ordering Document process a minimum seven days before Monday of the upcoming week. For example, if for the week of Monday March 7, 2022, the Minister requires 15 teams, the Minister will notify the Contractor using the Order Process by Monday February 28, 2022 at 4 pm, that the Minister requires 15 Teams for the week of March 7, 2022.
- (8) Agrees to accept Contractor invoices and expenses claims weekly and pay all approved Contractor invoices in net 15 days.

SCHEDULE "C"

COMPENSATION

- (1) **Professional Fees.** The Contractor will receive remuneration for services performed under this Agreement as follows:

Minimum one clinic per day at a cost for one single vaccination team is 22(1)(c)
+ HST which includes the following (i) 22(1)

- up to 8 hours per Team per day
- Set up and tear down costs are included in the up to 8 hours per Team per day.
- 50% of travel time to and from vaccination and / or testing sites are including the up to 8 hours per Team per day.
- Provide bilingual team members as required and requested by the Minister.

2. The parties agree that the Contractor will be paid for the below services rendered:

- Monday, January 17, 2022 - 4 teams
- Tuesday, January 18, 2022 - 4 teams
- Wednesday, January 19, 2022 - 0 teams
- Thursday, January 20, 2022 - 8 teams
- Friday, January 21, 2022 - 8 teams
- Saturday, January 22, 2022 - 4 teams
- Sunday, January 23, 2022 - 7 teams
- Monday, January 24, 2022 - 0 teams
- Tuesday, January 25, 2022 - 4 teams
- Wednesday, January 26, 2022 - 4 teams
- Thursday, January 27, 2022 - 4 teams
- Friday, January 28, 2022 - 6 teams
- Saturday, January 29, 2022 - 4 teams
- Sunday, January 30, 2022 - 6 teams
- Monday, January 31, 2022 - 4 teams
- Tuesday, Feb 1, 2022 - 3 teams
- Wednesday, Feb 2, 2022 - 4 teams

Commencing on the execution date of this Agreement the Minister, conditional upon the Contractor being able to provide 10 teams on-sight each day, commits to pay for a minimum of 10 teams per day for 7 days a week until March 31, 2022.

The contractor will pay for any education and training that is required to meet NB Immunization Standards. Department of Health will provide necessary training information.

- (2) **Travel.** The Minister will reimburse the Contractor for mileage and meals for the provision of the Services at rates as outlined in Schedule "D". Air fare, hotels and AirBnB's will be covered at a rate of the Contractor's hard cost; subject to the Contractor providing invoice and proof of payment. The rates prescribed by the province of New Brunswick include all applicable taxes. With regard to rental of vehicles, as pre-approved by the Minister, by the Contractor, the Minister shall not be responsible to pay any costs associated with the separate costs of insurance charged by vehicle rental companies for property damage coverage (i.e. collision). The Contractor shall assume all responsibility for providing adequate coverage on rental vehicles, and the

Minister shall not be held liable. The Minister shall be allowed to inspect all relevant documentation in order to determine the sums payable under this article.

- (3) **No Other Benefits.** The Contractor will not be entitled to receive any additional benefits pursuant to this agreement.
- (4) **HST.** The Contractor will be paid applicable HST over and above the professional fees and on expenses.
- (5) **Invoicing.** The Contractor will invoice the Minister weekly as follows:

Invoices shall be emailed in “pdf” or “tiff” format to invoices@snb.ca

Mailing Address for Invoices

Service New Brunswick - c/o Dept of Health
Accounts Payable Services
PO Box 6000, Signing Authority - Pat Guest
Fredericton, NB E3B 5H1

Ship to Address

GNB Department of Health
Rose Munn
520 King Street, HSBC Place
Fredericton, NB E3B 6G3

(Please include both mailing and ship to addresses on your invoice)

The invoices will clearly identify:

- (a) the Company name, address, and relevant tax registration number;
- (b) unique invoice number;
- (c) invoice date;
- (d) total invoice amount;
- (e) the HST shown as a separate item
- (f) the Purchase Order Number

- (6) **Capped Amount.** Notwithstanding the foregoing, the total amount payable by the Minister to the Contractor for all fees and expenses shall not exceed a maximum capped amount **22(1)(CKI).** plus HST. For further certainty, the Contractor shall perform all the Services notwithstanding that the value of the time spent by the Contractor, or the disbursements or expenses incurred, in performance hereof exceeds the Capped Fee. No provisions of this agreement shall relieve Contractor from performing all of the Services or reduce the Contractor’s obligation to performing only some proportionate or other part of the Services.

Schedule "D"

Travel Allowances

Kilometric allowance

The following allowances apply when a private vehicle is used for travel as required under the terms of this Agreement:

Kilometric level/fiscal year (Individual records of accumulated kilometers revert to zero on April 1st of each year)	Effective April 1, 2012
For each of the first 8,000 kilometers per year	\$.41
For each of the next 8,000 kilometers per year	\$.38
For each kilometer in excess of 16,000 kilometers per year	\$.33

Meals allowance

Effective June 1, 2010, meal allowances are

Meal Period	In-province	Out-of-province
Breakfast (between 12:00 a.m. and 12:00 noon)	\$7.50	\$10.00
Lunch (between 12:00 noon and 6:00 p.m.)	\$10.50	\$12.00
Dinner (between 6 p.m. and 12:00 a.m.)	\$19.50	\$24.00
TOTAL DAILY ALLOWANCE	\$37.50	\$46.00

Appendix “A”



Please password protect the file before sending it to DHVaccLog@GNB.CA- Password must be sent in a separate email
Veuillez protéger le fichier par mot de passe avant de l'envoyer à DHVaccLog@GNB.CA - Le mot de passe doit être envoyé dans un courriel séparé

APPENDIX A

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APPENDIX “B”



Appendix B form
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Veuillez envoyer les informations complétées à : DHVaccLog@GNB.CA chaque fois qu'un flacon est ouvert

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AMENDING AGREEMENT

THIS AMENDING AGREEMENT made in duplicate as of the 31st day of December 2021.

BETWEEN:

HER MAJESTY THE QUEEN

In right of the Province of New Brunswick,
As represented by the Minister of Health,
(Hereinafter referred to as "Minister")

-And-

McGrath Pharmacies Inc. (Northern Carleton
Pharmacy), a body corporate, pursuant to the laws
of Canada. Having an office at 554 Main Street, Unit
2, Hartland, NB E7P 2N5
(Hereinafter referred to as "Contractor")

WHEREAS the Contractor and the Minister are parties to an agreement dated **September 29, 2021** (the "Original Agreement") for provision of services pertaining to COVID-19 assessment, sample collection and vaccination activities at RHA designated sites;

AND WHEREAS the parties wish to amend the terms of the Original Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Amending Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree to amend the Original Agreement as follows:

1. Under Section 1, Definitions "**Privacy and Security Policy**", has the meaning set forth in "Section 5 (10) and (11)..
2. Section 9 (1) and (2), entitled **Privacy and Security** is moved to Section 5 as (10) and (11).
3. The termination date in Section 3, **Term**, is amended to be March 31, 2022.
4. The following is amended in Schedule "B", **Compensation** :

1. **Professional Fees.** The Contractor will receive remuneration for services performed under this Agreement as follows:

~~22~~/hour for Healthcare Professional Clinical Labour
(Nurses (RN, LPN), Pharmacists, and other clinical
staff as required.)

~~22~~/hour for On-site Administration Labour

The minimum number of hours per shift will be 6
hours.

Retainer rate of either: ~~22(1)~~/day or ~~22(1)~~/week.

5. The following is amended in Schedule "D" **Travel Allowances**,

The following allowance applies when a private vehicle is used
for travel as required under the terms of this Agreement:

\$.53 per kilometre

6. All other terms and conditions of the Original Agreement shall remain in full force and effect.

The parties hereto have executed this Amending Agreement, to take effect on the date first hereinbefore mentioned.

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE
OF NEW BRUNSWICK** as
represented by the delegate of
the Minister of Health

21(1) [Redacted Signature]

Heidi Liston
Deputy Minister

McGrath Pharmacies Inc.
~~(Northern Carlton Pharmacy)~~
21(1) [Redacted Signature]
Authorized Signing Officer

Purchase of Service Agreement
(the “Agreement”)

BETWEEN

HER MAJESTY THE QUEEN,
in Right of the Province of New Brunswick
as represented by the Minister of Health
(hereinafter referred to as the “Minister”)

-and-

McGrath Pharmacies Inc. (Northern Carleton Pharmacy),
a body corporate, pursuant to the laws of Canada
having an office at 554 Main Street, Unit 2,
Hartland, NB E7P 2N5
(hereinafter referred to as the “Contractor”)

The Minister is desirous of receiving services as set out in this agreement;

The Contractor hereunder is desirous of providing said services as set out in this agreement;

Therefore, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

“Agent” , in relation to a custodian, means an information manager or an individual or organization that acts for or on behalf of the custodian in respect of personal health information for the purposes of the custodian and not for the agent’s own purposes, whether or not the information manager, individual or organization is remunerated by the custodian, but does not include an employee of the custodian and includes an “agent” as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

“Business Day” means any day other than Saturday, Sunday or a statutory holiday under the laws of New Brunswick or Canada.

“Confidential Information” means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to Contractor by the Minister or gathered by Contractor from inspection of any property, activities or facilities of the Minister, regardless of whether Contractor obtained the information before or after the Term or whether the information is specifically identified or marked as “Confidential” or “Proprietary”. This includes Personal Information in the care of the Minister, as regulated by the *Right to Information and Protection of Privacy Act* (RTIPPA) and the *Personal Health Information Privacy and Access Act* (PHIPAA). Unless otherwise stated, the term “Confidential Information” includes “Personal Health Information”.

“Health Information Custodians” means an individual or organization that collects, maintains or uses personal health information for the purpose of providing or assisting in the provision of health care or treatment or the planning and management of the health care system or delivering a government program or service and includes a ‘custodian’ as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

“Intellectual Property” means all worldwide rights under contract, statute, or common law, whether or not perfected, and associated with patent, copyright, trademark, trade secrets, and other rights analogous to them and any other proprietary rights

relating to intangible or intellectual property now existing or later recognized under the laws of any jurisdiction.

“Material(s)” means all materials, data, reports, studies, memoranda, correspondence, manuals, records, plans, specifications, tapes or programs, either in written, magnetic or electronic form, which are provided by the Minister to the Contractor in the performance of the Contractor’s services under this Agreement, and any copies or reproductions thereof, or materials which are prepared or produced by the Contractor specifically for and paid for by the Minister under this Agreement.

“Minister” means the Minister of Health and includes any person designated to act on the Minister’s behalf.

“Person” means an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

“Personal Health Information” means identifying information about an individual in oral or recorded form if the information

(a) relates to the individual’s physical or mental health, family history or health care history, including genetic information about the individual,

(b) is the individual’s registration information, including the Medicare number of the individual,

(c) relates to the provision of health care to the individual,

(d) relates to information about payments or eligibility for health care in respect of the individual, or eligibility for coverage for health care in respect of the individual,

(e) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any body part or bodily substance,

(f) identifies the individual’s substitute decision-maker, or

(g) identifies an individual’s health care provider, as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05).

“Privacy and Security Policy” has the meaning set forth in **Error! Bookmark not defined.****Error! Reference source not found.**

“Services” means the deliverables to be performed by the Contractor in accordance with Schedule “A”.

2. SERVICES

(1) The Contractor agrees to provide the Minister with professional services as set out in Schedule “A” attached hereto;

(2) Nothing in this Agreement gives the Contractor an exclusive right to provide the Services and the Minister may enter into agreements with other contractors for Services equivalent to the Contractor’s. The Contractor may provide its services to third parties. The Contractor will not enter into any other contract that might prejudice the ability to provide Services as set out in Schedule “A”.

(3) The Contractor acknowledges

a) the existing and worldwide impact of the COVID-19 pandemic;

b) that they have taken COVID-19 and its impact into account and despite the global effect on business can provide the professional services as set out in Schedule “A”;

c) that the COVID-19 pandemic does not constitute Force Majeure as described in Section 13 (5), unless agreed upon by both parties in writing.

3. TERM

The Parties agree that this Agreement shall commence on September 23, 2021 and shall terminate on December 31, 2021, unless terminated earlier in accordance with the provisions of this Agreement.

4. COMPENSATION

- (1) The Minister shall pay the Contractor the amounts as set forth in Schedule "B" attached hereto;
- (2) The Minister may withhold any payment for Services without incurring interest while the Contractor is in breach of this Agreement.

5. CONFIDENTIALITY

- (1) The Contractor shall not at any time use or disclose any Confidential Information that it receives from the Minister pursuant to this Agreement or that relates to the affairs of the Minister except as expressly agreed upon under this Agreement or as required by law. Furthermore, the Contractor shall not use at any time (whether during the term of this Agreement or after its termination or expiry) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any business development programs, or plans belonging to or relating to the affairs of the Minister, including knowledge relating to customers, clients, or employees of the Minister.
- (2) The obligations of the Contractor under 5(1) above will not apply to Confidential Information that the Contractor can demonstrate (i) at the time of disclosure is generally available to the public through no breach of this Agreement or other wrongful act by the Contractor, (ii) has been received by the Contractor from a third party without restriction on disclosure and without breach of any agreement or other wrongful act by the Contractor, (iii) is independently developed by the Contractor without regard to the Material of the Minister, or (iv) is required to be disclosed by law or order of a court of competent jurisdiction, provided that the Contractor shall furnish prompt written notice to the Minister of such required disclosure.
- (3) The Contractor shall be considered to be an agent of the Minister for the purposes of the *Personal Health Information Privacy and Access Act*, S.N.B., c.P-7-5 (as amended) ("PHIPAA). As required under the terms of this Agreement, the Minister shall provide personal health information to the Contractor for the purpose of providing Services to the Minister, in accordance with this Agreement. The Contractor shall comply with the Minister's legal obligations regarding the handling of personal health information under PHIPAA.
- (4) The Contractor shall immediately notify the Minister of any unauthorized disclosure of Confidential Information by the Contractor, its associates, servants, agents or any third party.
- (5) The Contractor agrees that Confidential Information about any individual arising from the performance of this Agreement is or may be subject to federal and provincial privacy legislation, as amended from time to time. The Contractor covenants to maintain the confidentiality of such Confidential Information and adhere to any applicable privacy-related legislation in force during the term of this Agreement.
- (6) Notwithstanding the foregoing, the Contractor acknowledges that all Confidential Information relating to this Agreement that is in the custody or control of the Minister is subject to the right to information legislation and regulations thereunder, as amended from time to time. The Contractor

understands and agrees that the Minister may be required to disclose certain Confidential Information pursuant to said legislation, and other New Brunswick statutes.

- (7) The Contractor agrees to adhere to all written Department of Health policies, standards and guidelines applicable to the security of Confidential Information, provided said documentation is delivered by the Minister to the attention of the Contractor.
- (8) The provisions of this article shall continue to bind the Contractor notwithstanding the expiration or termination of the Agreement
- (9) In the event that the Contractor is subject to the provisions of a Data Use and Confidentiality Agreement with the Department of Health, the obligations contained therein shall be deemed incorporated into this Agreement and shall remain in full force and effect notwithstanding that the provisions may be more onerous than those contained herein.

6. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no provision of the Agreement that gives the Minister a measure of control over the Services shall be construed so as to cause the Contractor's personnel to be considered employees of the Minister.

7. ASSIGNMENT AND SUBCONTRACTING

- (1) The rights and liabilities of this agreement are not assignable by either party without the prior written consent of the other.
- (2) The Contractor shall not subcontract any part of its obligations under this Agreement without the prior written consent of the Minister, which shall not be unreasonably withheld.
- (3) Consent under 7(2) shall not relieve the Contractor from any of its obligations under this agreement or impose on the Minister any liability to the subcontractor.

8. LIABILITY AND INDEMNITY

- (1) The Contractor shall indemnify, hold harmless and defend the Minister from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Contractor, its directors, officers, employees, agents and subcontractors.
- (2) The Minister shall indemnify, hold harmless and defend the Contractor from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Minister, its directors, officers, employees, agents and subcontractors.
- (3) Notwithstanding subsections 8(1) and 8(2), the parties expressly acknowledge and agree that they shall not be liable for each other's indirect or consequential damages or for lost profits or revenues under this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, or breach of warranty breach of fiduciary duty, indemnification or otherwise.

- (4) The Minister's entire liability for all claims in the aggregate arising from or related to this agreement shall not exceed the maximum fees payable in accordance with Schedule "B" attached hereto.

9 PRIVACY AND SECURITY

- (1) General Privacy Requirements: The Contractor will take reasonable steps to protect Data against loss, theft, and unauthorized access, use, disclosure, copying, modification, disposal or destruction in accordance with applicable privacy laws and regulations and will also follow GNB and Departmental policies and procedures related to how retain, protect, transmit, store, dispose, destroy and handle privacy breaches involving Data subject to this Service Agreement (SA)
- (2) The Contractor will immediately notify DH Chief Privacy Officer in the event of a suspected or actual breach or incident, in writing in the event that Data subject of this SA is lost, stolen, accessed, used, disclosed, copied, modified or disposed of by unauthorized persons or in an unauthorized manner or both. The Contractor agrees to work in liaison with DH CPO to remedy the breach and in accordance with any and all applicable Privacy Breach Management Policies and procedure. The relevant privacy legislation should be consulted for any mandatory breach notification requirements to affected individuals and/or the Ombud of New Brunswick.

9 TERMINATION

- (1) Either party may terminate this Agreement without cause by provision of ten (10) day's notice, such notice being provided in accordance with the provisions of Article 12.
- (2) Where the Minister has terminated, the Agreement, other than for cause, the Minister shall pay to the Contractor such amounts as are properly attributable to the Services performed or costs or financial commitments incurred prior to the date of termination which cannot otherwise be avoided.
- (3) All work authorized by this Agreement prior to the effective date of termination without cause shall be completed by the Contractor as if this agreement were still in full force.

10 TERMINATION FOR CAUSE

- (1) If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the party in breach fails to remedy the breach within twenty (20) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining party.
- (2) All work authorized by this Agreement prior to the effective date of termination shall be completed by the Contractor as if this Agreement were still in full force.
- (3) Upon completion of all work pursuant to Article 10(2), the Contractor shall immediately turn over to the Minister all completed programs, reports, data, specifications, diagrams and all other material generated during the performance of the Services under this Agreement, and further the Contractor shall return all Confidential Information furnished to the Contractor by the Minister pursuant to this Agreement.
- (4) Notwithstanding the provisions of Article 10(1), the Minister may terminate this Agreement by written notice to take effect immediately upon receipt of it by the Contractor if:

(a) the Contractor is in breach of article 5 of this Agreement; or

- (b) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or winding-up of the Contractor are instituted; or
- (c) the Contractor attempts to assign or cede any interest in this agreement without the prior written consent of the Minister; or
- (d) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement. At the request of the Contractor, the Minister may waive this condition.

11 OBLIGATIONS OF CONTRACTOR UPON TERMINATION OR EXPIRY OF AGREEMENT

Upon termination of the agreement for any reason, whether by expiration of the term or pursuant to Articles 9 or 10, the Contractor agrees to provide all material in its possession to any successor chosen by the Minister in order to facilitate the transition. The Minister agrees that the Contractor will be compensated, up to the date of expiry or breach of this agreement, in accordance with the terms of Schedule "B" attached hereto.

12. NOTICES

Wherever in this agreement notice is required or permitted to be given or served be either party to or on the other, the notice shall be in writing and will be given by personal delivery, commercial courier service, registered mail (postage prepaid) or by electronic transmission and addressed to the applicable party as follows:

To the Minister at: Jennifer Elliott, Assistant Deputy Minister, Public Health NB (Acting)
HSBC Place, P. O. Box 5100
Fredericton, NB E3B 5G8
Phone: (506) 444-2112
Email: Jennifer.Elliott@gnb.ca

To the Contractor at: Luke Leslie,
McGrath Pharmacies Inc (Northern Carleton Pharmacy)
554 Main St. Unit 2 Hartland NB, E7P 2N5
Phone: (506) 612-3048
Email: flushotsnb@gmail.com

For the purposes of this Article 12, a Notice will be considered validly given at the following times:

Delivery Method	Time of Notice
-by personal delivery or commercial courier service	day of actual delivery
-by registered mail	the 5 th Business Day following the deposit in the mail, except that in the event of an actual or threatened disruption of regular postal service,

	notice will not be effective if given by mail
-by electronic transmission	on the day of transmission

If the time of delivery is not a Business Day or if the Notice is received after ordinary office hours at the place of receipt, the Notice will be considered received on the next Business Day.

13. GENERAL CONDITIONS

- (1) **Entire agreement and waiver.** This Agreement constitutes all of the agreements between the Contractor and the Minister pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties to it. There are no warranties, representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this agreement. No supplement, modifications, waiver or termination of this Agreement shall be binding unless executed in writing by the party hereto to be bound thereby. No waiver of any other provisions of this Agreement (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.
- (2) **Extended Meanings.** In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, sole proprietors, corporations, partnerships, trusts and unincorporated associations.
- (3) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein.
- (4) **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- (5) **Force Majeure** means a delay in the performance of the services occurring without the fault or negligence of either party, which delay both parties could not have reasonably foreseen, caused by events beyond the control of either party or by such type and kind of events as set forth below, but not limited to those specific events. The types and kinds of events referred to in this Article include the following: acts of God; acts of the public enemy; civil war; insurrections or riots; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions, other than those related to Covid- 19; governmental priorities or allocation requirements or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events, or a delay in performance of a subcontract by a subcontractor due to any of the events referred to above which is beyond its control and without its fault or negligence.

Within five (5) business days of becoming aware of a Force Majeure, the Contractor must provide written notice to the Minister of the describing the following:

- a) the nature of the Force Majeure (as listed above);
- b) what Services listed in Schedule "A" are being delayed;
- c) the reasons why the Services are being delayed;
- d) the expected duration of the delay;
- e) what steps will be taken to resume Services.

(6) **Conflict of Interest.**

- (a) Contractor warrants that at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment exists or is likely to arise in relation to execution of this Agreement or its subject matter. Contractor undertakes to notify the Minister in writing immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of the Minister to appropriately manage the conflict of interest, within the time frame stipulated by the Minister in writing.
- (b) Where the Contractor is a member of any Project Steering Committee(s), it shall not participate in any discussions (whether written, electronic or in person), concerning outsourcing any work, tasks and services for the project.
- (c) The Contractor shall disclose all business relationships of any kind that exist or that develop with other contractors having business relations with the Minister during the term of this agreement.
- (d) Where the Contractor acts as Project Manager for the Minister, it shall be prohibited from submitting proposals to Requests for Proposals (RFP's) concerning the same project.
- (e) Where the Contractor acts as a Project Manager for the Minister, it shall be prohibited from rendering any goods or services that are outsourced for the same project.

(7) **Schedules.** The attached Schedules A, B, C, and D hereto form a part of this agreement. In the event of a conflict or inconsistency between one or more of the provisions of the documents specified below, the documents will govern in the following order:

- (i) This Agreement
- (ii) Schedules to this Agreement

(8) **Amendment.** No modification of this Agreement is valid unless set out in writing by the parties.

(9) **Language.** The Parties have required that this agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

(10) **Audits.** At the request of the Minister, Contractor shall provide proper and detailed accounts and records related to the cost of the Services performed under this Agreement. The Contractor will maintain such data for a period of one (1) year following the termination or expiry of this Agreement. On request, Contractor shall provide the Minister or its representatives, access to Contractor and its facilities and those of its agents and subcontractors in order to perform audits deemed necessary by the Minister in the public interest and to ensure Contractor's compliance with the terms and conditions of this Agreement. The Contractor shall produce such personal information as, in the opinion of the Minister, is reasonably required by the Minister to conduct the audit, provided that the Minister shall maintain it in confidence, shall not retain the information, and shall not use it for any other purpose.

(11) **Dispute Resolution.** The parties agree that all matters in dispute between the parties in relation to this Agreement that cannot be resolved will be referred to the Arbitration of a single arbitrator and will be conducted pursuant to the Arbitration Act, 1992, Chapter A-10.1. The decision of the Arbitrator will be binding on the parties, heirs, successors, executors and assigns.

(12) **Warranties.** The Contractor warrants and represents to the Minister that:

- (a) the deliverables to be provided under this agreement will conform in all respects to Schedule « A ».
- (b) the deliverables will be delivered in a proper, efficient and businesslike manner.

(13) Ownership of Work Product/Services.

- (a) The work product and finished Services pursuant to Article 2 is the sole property of the Minister.
- (b) The Contractor has no moral and intellectual property rights in Services provided pursuant to Article 2.
- (c) Permission to share, publish in any form and/or distribute the work product and finished services will require prior written approval of the Minister.

(14) Health and Safety. The Contractor must comply with all Government of New Brunswick (GNB) health and safety policies and standards, including, without limitation all health and safety policies and standards related to COVID-19, as applicable.

(15) Execution. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

(16) Official Languages. The Contractor must ensure compliance with the Official Languages Act in the delivery of services.

(17) This agreement will be effective when all parties have signed it. The date of this agreement is the latest date opposite, or below, a party's signature (the "Effective Date").

The Parties have executed this Agreement by signing below.

HER MAJESTY THE QUEEN in Right of
the Province of New Brunswick as
represented by the delegate of the
Minister of Health

29-9-21

Date

21(1)

Heidi Liston
Acting Deputy Minister

McGrath Pharmacies Inc. (Northern
Carleton Pharmacy)

Date

Luke Leslie
Authorized Signing Officer

The Parties have executed this Agreement by signing below.

HER MAJESTY THE QUEEN in Right of
the Province of New Brunswick as
represented by the delegate of the
Minister of Health

21(1)

21-9-21
Date

Heidi Liston
Acting Deputy Minister

McGrath Pharmacies Inc. (Northern
Carleton Pharmacy)

21(1)

29-9-21
Date

Luke Leslie
Authorized Signing Officer

SCHEDULE "A"

STATEMENT OF WORK

The Contractor shall

- a. Support COVID -19 assessment, sample collection, vaccination activities at Regional Health Authority (RHA) assessment sites, pop-up centres or mobile needs.
- b. Support any services related to the deliverables listed above, including organization of sites, supplies, professional training to carry out duties as necessary.
- c. Submit a report to the Minister which shows daily statistics as follows:

Date of service provided	Health Zone	Name/Location of Assessment Clinic	Organization (i.e. Vitalité, Horizon, EMANB, etc.)	# of Swabs Completed

Please submit the report on a monthly basis to:

Jeff Campbell, Senior Program Advisor
HSBC Place
P.O. Box 5100,
Fredericton, NB
E3B 5G8

Jeff.Campbell@gnb.ca

SCHEDULE "B"

COMPENSATION

- (1) **Professional Fees.** The Contractor will receive remuneration for services performed under this Agreement as follows:

22(1)/hour for Clinical Staff (Nurses (RN,LPN), Pharmacists, and other clinical staff as required.)
22(1)/hour for Administration Staff
()

The minimum number of hours per shift will be 6 hours.

- (2) **Travel Expenses.** The Contractor will invoice the Minister for costs and reasonable travel expenses related to provision of the Services at rates not to exceed those prescribed by the province of New Brunswick from time to time. The rates prescribed by the province of New Brunswick include all applicable taxes. With regard to rental of vehicles by the Contractor, the Minister shall not be responsible to pay any costs associated with the separate costs of insurance charged by vehicle rental companies for property damage coverage (i.e. collision). The Contractor shall assume all responsibility for providing adequate coverage on rental vehicles, and the Minister cannot be held liable. The Minister shall be allowed to inspect all relevant documentation in order to determine the sums payable under this article.

Other Expenses. The Minister will provide the Contractor with supplies, including PPE, required to carry out the Services listed in Schedule "A". Should the Minister or the RHA not be able to provide the supplies, the Minister shall reimburse the Contractor for related expenses.

- (3) **No Other Benefits.** The Contractor will not be entitled to receive any additional benefits pursuant to this agreement.
- (4) **HST.** The Contractor will be paid applicable HST over and above the professional fees and on expenses.
- (5) **Invoicing.** The Contractor will invoice the Minister as follows:

Invoices shall be emailed in "pdf" or "tiff" format to invoices@snb.ca

Mailing Address for Invoices

Service New Brunswick - c/o Dept of Health
Accounts Payable Services
PO Box 6000, Signing Authority - Pat Guest
Fredericton, NB E3B 5H1

Ship to Address

GNB Department of Health
Rose Munn
520 King Street, HSBC Place
Fredericton, NB E3B 6G3

(Please include both mailing and ship to addresses on your invoice)

The invoices will clearly identify:

- (a) the Company name, address, and relevant tax registration number;
- (b) unique invoice number;
- (c) invoice date;
- (d) total invoice amount;
- (e) the HST shown as a separate item

- (6) **Capped Amount.** Notwithstanding the foregoing, the total amount payable by the Minister to the Contractor for all fees and expenses shall not exceed a maximum capped amount **22(1)(c)(i)** plus HST. Services will be billed at the rates identified under Professional Fees to the maximum capped amount. For further certainty, the Contractor shall perform all the Services notwithstanding that the value of the time spent by the Contractor, or the disbursements or expenses incurred, in performance hereof exceeds the Capped Fee. No provisions of this agreement shall relieve Contractor from performing all of the Services or reduce the Contractor's obligation to performing only some proportionate or other part of the Services.

SCHEDULE "C"

BEST PRACTICE: TRANSPORTING MEDICAL RECORDS (PAPER FORMAT)

Take the following common-sense steps to reduce the risk:



PREPARING THE RECORD BEFORE TRANSPORTATION

- ✓ Limit to medical record absolutely necessary for performing your job duties
- ✓ Securely tie or secure bundles of medical record in a manner which prevents patient details being visible
- ✓ Place bundles in folders or envelopes marked with "CONFIDENTIAL" and "PLEASE RETURN THIS ENVELOPE TO [RETURN ADDRESS]."
- ✓ Fully document transportation with a tracking/logging process
- ✓ Use a sign-out sheet or logging system to document and track medical record during transportation
- ✓ Maintain an audit trail and make it available for review
- ✓ If transporting medical records by car, keep them locked in the trunk before the start of the trip



DURING TRANSPORTATION

NEVER!:

- deposit or leave unattended medical record in areas that are not secure
- leave medical records unattended, even if they are stored in the trunk
- examine or leave medical records open for view in public places; IF you must, take precautions to make sure no one else can view the personal information.

ALWAYS:

- Place and transport medical records in a secure container, and keep them under control at all times, including meal and break times
- Ensure that no damage occurs during transport by verifying condition of material at departure and arrival
- Return medical records to their original storage location as soon as possible
- If data or records cannot be returned and must be kept overnight they should be taken into the staff member's home in a locked carrier and stored safely and securely preventing inappropriate access to files

IF ANYTHING GOES WRONG:

You must immediately report all incidents that may involve the loss or theft of any medical record under your care by notifying your immediate supervisor or emailing: Cpobpvp@gnb.ca

Purchase of Service Agreement
(the "Agreement")

THIS AGREEMENT is made as of 20th of January, 2022 (the "Effective Date").

BETWEEN

HER MAJESTY THE QUEEN,
in Right of the Province of New Brunswick
as represented by the Minister of Health
(hereinafter referred to as the "Minister")

-and-

LIFEMARK OCCUPATIONAL HEALTH AND WELLNESS INC.
1 Yonge Street, Suite 402
Toronto, Ontario M5E 1E6
(hereinafter referred to as the "Contractor")

The Minister is desirous of receiving services as set out in this agreement to support COVID -19 immunization activities in the province of New Brunswick;

The Contractor hereunder is desirous of providing said services as set out in this agreement;

Therefore, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

"Agent", in relation to a custodian, means an information manager or an individual or organization that acts for or on behalf of the custodian in respect of personal health information for the purposes of the custodian and not for the agent's own purposes, whether or not the information manager, individual or organization is remunerated by the custodian, but does not include an employee of the custodian and includes an "agent" as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

"Business Day" means any day other than Saturday, Sunday or a statutory holiday under the laws of New Brunswick or Canada.

"Confidential Information" means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to Contractor by the Minister or gathered by Contractor from inspection of any property, activities or facilities of the Minister, regardless of whether Contractor obtained the information before or after the Term or whether the information is specifically identified or marked as "Confidential" or "Proprietary". This includes Personal Information in the care of the Minister, as regulated by the *Right to Information and Protection of Privacy Act* (RTIPPA) and the *Personal Health Information Privacy and Access Act* (PHIPAA). Unless otherwise stated, the term "Confidential Information" includes "Personal Health Information".

"Data" means completed immunizations and documented consent forms.

"Health Information Custodians" means an individual or organization that collects, maintains or uses personal health information for the purpose of providing or assisting in the provision of health care or treatment or the planning and management of the health care system or delivering a government program or service and includes a 'custodian' as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

“Intellectual Property” means all worldwide rights under contract, statute, or common law, whether or not perfected, and associated with patent, copyright, trademark, trade secrets, and other rights analogous to them and any other proprietary rights relating to intangible or intellectual property now existing or later recognized under the laws of any jurisdiction.

“Immunizer” means the employee has completed a health or allied health post-secondary program with a minimum education indicated as per New-Brunswick’s Standard Operational Procedure: Completion of Immunization Competency Training for Covid-19 Vaccines. For all age groups, immunizers must already be competent, especially for immunizations given to the 5-11 year old group. As per clinic roles, the immunizer: draws up and administers vaccines; ensures cold chain of vaccine is maintained; monitors for reactions post-immunization and manages any adverse effects following immunization as required; follows informed consent process; complies with workplace safety procedures; follows PPE policies and procedures; physically capable of carrying out clinical skills such as immunization.

“Material(s)” means all materials, data, reports, studies, memoranda, correspondence, manuals, records, plans, specifications, tapes or programs, either in written, magnetic or electronic form, which are provided by the Minister to the Contractor in the performance of the Contractor’s services under this Agreement, and any copies or reproductions thereof, or materials which are prepared or produced by the Contractor specifically for and paid for by the Minister under this Agreement.

“Minister” means the Minister of Health and includes any person designated to act on the Minister’s behalf.

“Person” means an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

“Personal Health Information” means identifying information about an individual in oral or recorded form if the information

- (a) relates to the individual’s physical or mental health, family history or health care history, including genetic information about the individual,
- (b) is the individual’s registration information, including the Medicare number of the individual,
- (c) relates to the provision of health care to the individual,
- (d) relates to information about payments or eligibility for health care in respect of the individual, or eligibility for coverage for health care in respect of the individual,
- (e) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any body part or bodily substance,
- (f) identifies the individual’s substitute decision-maker, or
- (g) identifies an individual’s health care provider, as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05).

“Privacy and Security Policy” has the meaning set forth in “Section 5 (9) and (10).

“Services” means the deliverables to be performed by the Contractor in accordance with Schedule “A”.

2. SERVICES

- (1) The Contractor agrees to provide the Minister with professional services as set out in Schedule “A” attached hereto;
- (2) Nothing in this Agreement gives the Contractor an exclusive right to provide the Services and the Minister may enter into agreements with other contractors for Services equivalent to the Contractor’s. The Contractor may provide its services

to third parties. The Contractor will not enter into any other contract that might prejudice the ability to provide Services as set out in Schedule "A".

- (3) The Contractor acknowledges
 - a) the existing and worldwide impact of the COVID-19 pandemic;
 - b) that they have taken COVID-19 and its impact into account and despite the global effect on business can provide the professional services as set out in Schedule "A";
 - c) that the COVID-19 pandemic does not constitute Force Majeure as described in Section 13 (5), unless agreed upon by both parties in writing.

3. TERM

The Parties agree that this Agreement shall commence on the Effective Date of this Agreement and shall terminate on March 31, 2022 unless terminated earlier in accordance with the provisions of this Agreement.

4. COMPENSATION

- (1) The Minister shall pay the Contractor the amounts as set forth in Schedule "B" attached hereto;
- (2) The Minister may withhold any payment for Services without incurring interest while the Contractor is in breach of this Agreement.

5. CONFIDENTIALITY

- (1) The Contractor shall not at any time use or disclose any Confidential Information that it receives from the Minister pursuant to this Agreement or that relates to the affairs of the Minister except as expressly agreed upon under this Agreement or as required by law. Furthermore, the Contractor shall not use at any time (whether during the term of this Agreement or after its termination or expiry) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any business development programs, or plans belonging to or relating to the affairs of the Minister, including knowledge relating to customers, clients, or employees of the Minister.
- (2) The obligations of the Contractor under 5(1) above will not apply to Confidential Information that the Contractor can demonstrate (i) at the time of disclosure is generally available to the public through no breach of this Agreement or other wrongful act by the Contractor, (ii) has been received by the Contractor from a third party without restriction on disclosure and without breach of any agreement or other wrongful act by the Contractor, (iii) is independently developed by the Contractor without regard to the Material of the Minister, or (iv) is required to be disclosed by law or order of a court of competent jurisdiction, provided that the Contractor shall furnish prompt written notice to the Minister of such required disclosure.
- (3) The Contractor shall be considered to be an agent of the Department of Health as defined under the Personal Health Information Privacy and Access Act (PHIPAA). The Department agrees to disclose to the Contractor, the data required, subject to the terms of this Service Agreement. The Contractor has agreed to provide these services in accordance with this Service Agreement.
- (4) The Contractor agrees that Confidential Information about any individual arising from the performance of this Agreement is or may be subject to federal and provincial privacy legislation, as amended from time to time. The Contractor covenants to maintain the confidentiality of such Confidential Information and

adhere to any applicable privacy-related legislation in force during the term of this Agreement.

- (5) Notwithstanding the foregoing, the Contractor acknowledges that all Confidential Information relating to this Agreement that is in the custody or control of the Minister is subject to the right to information legislation and regulations thereunder, as amended from time to time. The Contractor understands and agrees that the Minister may be required to disclose certain Confidential Information pursuant to said legislation, and other New Brunswick statutes.
- (6) The Contractor agrees to adhere to all written Department of Health policies, standards and guidelines applicable to the security of Confidential Information, provided said documentation is delivered by the Minister to the attention of the Contractor.
- (7) The provisions of this article shall continue to bind the Contractor notwithstanding the expiration or termination of the Agreement
- (8) In the event that the Contractor is subject to the provisions of a Data Use and Confidentiality Agreement with the Department of Health, the obligations contained therein shall be deemed incorporated into this Agreement and shall remain in full force and effect notwithstanding that the provisions may be more onerous than those contained herein.

(9) Privacy and Data Management

(a) Personal Information of the Customer

Each party acknowledges and agrees that any disclosure, collection and use of data pursuant to this Service Agreement must comply with the Right to Information and Protection of Privacy Act, R.S.N.B., c. R-10.6 (as amended) ("RTIPPA"), the Personal Health Information Privacy and Access Act S.N.B. 2009, c. P-7.05 (as amended) (PHIPAA) and any other or successor legislation in effect in the Province of New Brunswick from time to time and with any other relevant privacy protection legislation.

(b) Protection of Personal Information and Personal Health Information

The Contractor agrees to protect Personal and Personal Health Information of the by adhering to the requirements for such protection under RTIPPA and PHIPAA which includes, but is not limited to, the following:

- (i) only collect such Personal Information and Personal Health Information as is necessary for the purposes of delivering the services under this Service Agreement
- (ii) only use or disclose the minimum amount of such Personal Information and Personal Health Information as necessary for the purposes of delivering services under this Service Agreement
- (iii) be responsible to protect and maintain the confidentiality of any such Personal Information and Personal Health Information required to carry out the services under this Service Agreement within its control
- (iv) limit access to the Personal Information and Personal Health Information to only those required to carry out the services under this Service Agreement; and
- (v) maintain reasonable physical, organizational and technological safeguards to ensure the confidentiality, accuracy and integrity of the Personal Information and Personal Health Information and protect the Personal Information and Personal Health Information against any loss or theft, as well as unauthorized access, use, disclosure, destruction or copying of any personal information

(c) Data Management

The Contractor will apply retention and disposition processes to the Department's data in compliance with all Acts, Policies and Procedures relevant to the management of "said" data, including but not exclusive to the NB Archives Act and the NB Public Records Act as agreed to by SNB and the Department.

The Contractor will take reasonable steps to protect Data against loss, theft, and unauthorized access, use, disclosure, copying, modification, disposal or destruction in accordance with applicable privacy laws and regulations and will also follow GNB and DH Departmental policies and procedures related to how retain, protect, transmit, store, dispose, destroy and handle privacy breaches involving Data subject to this Service Agreement (SA).

- (10) Privacy Incident/Breach: The Contractor will immediately notify DH Chief Privacy Officer(CPO) in the event of a suspected or actual breach or incident, in writing in the event that Data subject of this SA is lost, stolen, accessed, used, disclosed, copied, modified or disposed of by unauthorized persons or in an unauthorized manner or both. The Contractor agrees to work in liaison with DH CPO to remedy the breach and in accordance with any and all applicable Privacy Breach Management Policies and procedure. The relevant privacy legislation should be consulted for any mandatory breach notification requirements to affected individuals and/or the Ombud of New Brunswick.

6. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no provision of the Agreement that gives the Minister a measure of control over the Services shall be construed so as to cause the Contractor's personnel to be considered employees of the Minister.

7. ASSIGNMENT AND SUBCONTRACTING

- (1) The rights and liabilities of this agreement are not assignable by either party without the prior written consent of the other.
- (2) The Contractor shall not subcontract any part of its obligations under this Agreement without the prior written consent of the Minister, which shall not be unreasonably withheld.
- (3) Consent under 7(2) shall not relieve the Contractor from any of its obligations under this agreement or impose on the Minister any liability to the subcontractor.

8. LIABILITY AND INDEMNITY

- (1) The Contractor shall indemnify, hold harmless and defend the Minister from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Contractor, its directors, officers, employees, agents and subcontractors.
- (2) The Minister shall indemnify, hold harmless and defend the Contractor from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Minister, its directors, officers, employees, agents and subcontractors.
- (3) Notwithstanding subsections 8(1) and 8(2), the parties expressly acknowledge and agree that they shall not be liable for each other's indirect or consequential damages or for lost profits or revenues under this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, or breach of warranty breach of fiduciary duty, indemnification or otherwise.
- (4) The Minister's entire liability for all claims in the aggregate arising from or related to this agreement shall not exceed the maximum fees payable in accordance with Schedule "B" attached hereto.

- (5) The contractor as the employer of the immunizer is responsible to ensure immunizers practicing in NB meet the competency requirements as per the NB Immunization Program guide and as outlined in the Standard Operational Procedure: Completion of Immunization Competency Training for Covid-19 Vaccines

9 TERMINATION

- (1) Either party may terminate this Agreement without cause by provision of five (5) day's notice, such notice being provided in accordance with the provisions of Article 12.
- (2) Where the Minister has terminated, the Agreement, other than for cause, the Minister shall pay to the Contractor such amounts as are properly attributable to the Services performed or costs or financial commitments incurred prior to the date of termination which cannot otherwise be avoided.
- (3) All work authorized by this Agreement prior to the effective date of termination without cause shall be completed by the Contractor as if this agreement were still in full force.

10 TERMINATION FOR CAUSE

- (1) If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the party in breach fails to remedy the breach within five (5) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining party.
- (2) All work authorized by this Agreement prior to the effective date of termination shall be completed by the Contractor as if this Agreement were still in full force.
- (3) Upon completion of all work pursuant to Article 10(2), the Contractor shall immediately turn over to the Minister all completed programs, reports, data, specifications, diagrams and all other material generated during the performance of the Services under this Agreement, and further the Contractor shall return all Confidential Information furnished to the Contractor by the Minister pursuant to this Agreement.
- (4) Notwithstanding the provisions of Article 10(1), the Minister may terminate this Agreement by written notice to take effect immediately upon receipt of it by the Contractor if:
 - (a) the Contractor is in breach of article 5 of this Agreement; or
 - (b) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or winding-up of the Contractor are instituted; or
 - (c) the Contractor attempts to assign or cede any interest in this agreement without the prior written consent of the Minister; or
 - (d) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement. At the request of the Contractor, the Minister may waive this condition.

11 OBLIGATIONS OF CONTRACTOR UPON TERMINATION OR EXPIRY OF AGREEMENT

Upon termination of the agreement for any reason, whether by expiration of the term or pursuant to Articles 9 or 10, the Contractor agrees to provide all material in its possession to any successor chosen by the Minister in order to facilitate the transition. The Minister agrees that the Contractor will be compensated, up to the date of expiry or breach of this agreement, in accordance with the terms of Schedule “B” attached hereto.

12. NOTICES

Wherever in this agreement notice is required or permitted to be given or served be either party to or on the other, the notice shall be in writing and will be given by personal delivery, commercial courier service, registered mail (postage prepaid) or by electronic transmission and addressed to the applicable party as follows:

To the Minister at: Jennifer Elliott, Assistant Deputy Minister, Public Health NB (Acting)
HSBC Place, P. O. Box 5100
Fredericton, NB E3B 5G8
Phone: (506) 444-2112
Email: Jennifer.Elliott@gnb.ca

To the Contractor at: Leah Staff
Lifemark Occupational Health And Wellness Inc.
1 Yonge Street, Suite 402
Toronto, Ontario M5E 1E6
Phone: (855) 485-1344
Email: info@lifemark.ca

For the purposes of this Article 12, a Notice will be considered validly given at the following times:

Delivery Method	Time of Notice
-by personal delivery or commercial courier service	day of actual delivery
-by registered mail	the 5 th Business Day following the deposit in the mail, except that in the event of an actual or threatened disruption of regular postal service, notice will not be effective if given by mail
-by electronic transmission	on the day of transmission

If the time of delivery is not a Business Day or if the Notice is received after ordinary office hours at the place of receipt, the Notice will be considered received on the next Business Day.

13. GENERAL CONDITIONS

- (1) **Entire agreement and waiver.** This Agreement constitutes all of the agreements between the Contractor and the Minister pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties to it. There are no warranties,

representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this agreement. No supplement, modifications, waiver or termination of this Agreement shall be binding unless executed in writing by the party hereto to be bound thereby. No waiver of any other provisions of this Agreement (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

- (2) **Extended Meanings.** In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, sole proprietors, corporations, partnerships, trusts and unincorporated associations.
- (3) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein.
- (4) **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- (5) **Force Majeure** means a delay in the performance of the services occurring without the fault or negligence of either party, which delay both parties could not have reasonably foreseen, caused by events beyond the control of either party or by such type and kind of events as set forth below, but not limited to those specific events. The types and kinds of events referred to in this Article include the following: acts of God; acts of the public enemy; civil war; insurrections or riots; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions, other than those related to Covid- 19; governmental priorities or allocation requirements or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events, or a delay in performance of a subcontract by a subcontractor due to any of the events referred to above which is beyond its control and without its fault or negligence.

Within five (5) business days of becoming aware of a Force Majeure, the Contractor must provide written notice to the Minister of the describing the following:

- a) the nature of the Force Majeure (as listed above);
- b) what Services listed in Schedule "A" are being delayed;
- c) the reasons why the Services are being delayed;
- d) the expected duration of the delay;
- e) what steps will be taken to resume Services.

(6) **Conflict of Interest.**

Contractor warrants that at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment exists or is likely to arise in relation to execution of this Agreement or its subject matter. Contractor undertakes to notify the Minister in writing immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of the Minister to appropriately manage the conflict of interest, within the time frame stipulated by the Minister in writing.

- (7) **Schedules.** The attached Schedules A, B, and C hereto form a part of this agreement. In the event of a conflict or inconsistency between one or more of the provisions of the documents specified below, the documents will govern in the following order:
- (i) This Agreement
 - (ii) Schedules to this Agreement
- (8) **Amendment.** No modification of this Agreement is valid unless set out in writing by the parties.
- (9) **Language.** The Parties have required that this agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- (10) **Audits.** At the request of the Minister, Contractor shall provide proper and detailed accounts and records related to the cost of the Services performed under this Agreement. The Contractor will maintain such data for a period of one (1) year following the termination or expiry of this Agreement. On request, Contractor shall provide the Minister or its representatives, access to Contractor and its facilities and those of its agents and subcontractors in order to perform audits deemed necessary by the Minister in the public interest and to ensure Contractor's compliance with the terms and conditions of this Agreement. The Contractor shall produce such personal information as, in the opinion of the Minister, is reasonably required by the Minister to conduct the audit, provided that the Minister shall maintain it in confidence, shall not retain the information, and shall not use it for any other purpose.
- (11) **Dispute Resolution.** The parties agree that all matters in dispute between the parties in relation to this Agreement that cannot be resolved will be referred to the Arbitration of a single arbitrator and will be conducted pursuant to the Arbitration Act, 1992, Chapter A-10.1. The decision of the Arbitrator will be binding on the parties, heirs, successors, executors and assigns.
- (12) **Warranties.** The Contractor warrants and represents to the Minister that:
- (a) the deliverables to be provided under this agreement will conform in all respects to Schedule « A ».
 - (b) the deliverables will be delivered in a proper, efficient and businesslike manner.
- (13) **Ownership of Work Product/Services.**
- (a) The work product and finished Services pursuant to Article 2 is the sole property of the Minister.
 - (b) The Contractor has no moral and intellectual property rights in Services provided pursuant to Article 2.
 - (c) Permission to share, publish in any form and/or distribute the work product and finished services will require prior written approval of the Minister.
- (14) **Health and Safety.** The Contractor must comply with all Government of New Brunswick (GNB) health and safety policies and standards, including, without limitation all health and safety policies and standards related to COVID-19, as applicable. Go to www.gnb.ca/nbon to view the full policy and FAQs.

- (15) **Execution.** This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.
- (16) **Official Languages.** The Contractor must ensure compliance with the Official Languages Act in the delivery of services.

The Parties have executed this Agreement by signing below.

HER MAJESTY THE QUEEN in Right of
the Province of New Brunswick as
represented by the delegate of the
Minister of Health

21(1)

20.1.22
Date

Heidi Liston
Deputy Minister

**LIFEMARK OCCUPATIONAL HEALTH AND
WELLNESS INC.**

21(1)

January 20th, 2022
Date

Peter Stymiest
Chief Executive Officer

SCHEDULE “A”
STATEMENT OF WORK

Background

There is a requirement to fill critical staffing gaps for the administration of vaccines, particularly with the expansion of the eligible age to 18+ for 3rd doses and the pediatric vaccine for 5-11-year-olds. In order to immunize the New Brunswick population as quickly as possible, additional resources are required.

The Contractor shall:

1. Provide immunizers to support COVID-19 vaccination activities at Regional Health Authorities (RHAs): OR mobile sites
2. Travel to designated sites to administer vaccinations and conduct services in designated space
3. If required, set-up and tear down of all equipment required to conduct vaccine administration as well as clean-up of all sites
4. Ensure that immunizers are fully vaccinated with approved COVID-19 vaccines
5. Follow NB guidance for required PPE for all staff at immunization clinics.
6. Immunizers must meet NB minimum standards which includes education and training. immunizers, must be health and or allied health professionals such as but not limited to:
 - Physicians
 - Physician Assistants
 - Nurse Practitioners
 - Registered Nurses
 - Registered Psychiatric Nurses
 - Licensed Practical Nurses
 - Paramedics
 - Pharmacists
 - Midwives
 - Dentists
 - Physiotherapists
 - Medical Lab Technologists
 - Medical Radiology Technicians (i.e.: Diagnostic Imaging, Nuclear medicine, radio-oncology)
 - Respiratory Therapists
 - Occupational Therapists
 - Veterinarians
 - Veterinary Technologists
 - Chiropractors
 - Optometry
7. NB immunizers are expected to review, comply and sign the COVID-19 Medical Directives in the [Standard Operational Procedure: Completion of Immunization Competency Training for Covid-19 Vaccines](#) and provide signed copy to their employer.

8. Submit immunization data for PHIS entry within 24-48 hours to the central data entry team as outlined below:

Place consent forms into an envelope, seal the flap and initial on the flap and courier via CanadaPost Xpresspost to:

GNB Department of Health
HSBC Place
520 King Street, 4th Floor Reception
Fredericton, NB. E3B 5G8
c/o Mark Mason

Notes:

The Contractor shall not recruit New Brunswick employees to move to another province for the TERM of this Agreement.

Any New Brunswick employee hired by the Contractor shall be net new to the New Brunswick healthcare system.

SCHEDULE "B"

COMPENSATION

- (1) **Professional Fees.** The Contractor will receive remuneration for services performed under this Agreement as follows:

Registered Nurse, Pharmacist, LPN or other approved Healthcare Professional as Immunizer	22(1)(c)/hr/ up to 40 hrs/week (i) 22(1)(c)/hr/ over 40hrs/week (over-time) (i) 22(1)
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- (2) **Travel.**

- i. The Contractor will arrange for travel into and out of the province which will include flight, hotel accommodation, rental cars and meals.
- ii. The Minister shall reimburse the Contractor for travel expenses at rates not to exceed those prescribed by the province of New Brunswick from time to time (Schedule "C"). The rates prescribed by the province of New Brunswick include all applicable taxes.
- iii. With regard to rental of vehicles by the Contractor, the Minister shall reimburse the Contractor for any costs associated with of insurance charged by vehicle rental companies for property damage coverage (i.e. collision). The Contractor shall assume all responsibility for providing adequate coverage on rental vehicles, and the Minister shall not be held liable.
- iv. The Minister shall be allowed to inspect all relevant documentation in order to determine the sums payable under this article.

- (3) **Administrative Fee.** The Minister shall reimburse the Contractor an Administrative Fee of 15% on Professional Fees.

- (4) **No Other Benefits.** The Contractor will not be entitled to receive any additional benefits pursuant to this agreement.

- (4) **HST.** The Contractor will be paid applicable HST over and above the professional fees and on expenses.

- (5) **Invoicing.** The Contractor will invoice the Minister monthly. The invoice shall include the number of immunizers who worked x per diem rate x the number of days worked. The invoice shall also include the Administrative Fee and Contractor travel expenses.

Invoices shall be emailed in "pdf" or "tiff" format to invoices@snb.ca

Mailing Address for Invoices

Service New Brunswick - c/o Dept of Health
Accounts Payable Services
PO Box 6000, Signing Authority - Pat Guest
Fredericton, NB E3B 5H1

Ship to Address

GNB Department of Health
Rose Munn
520 King Street, HSBC Place
Fredericton, NB E3B 6G3

(Please include both mailing and ship to addresses on your invoice)

The invoices will clearly identify:

- (a) the Company name, address, and relevant tax registration number;
- (b) unique invoice number;
- (c) invoice date;
- (d) total invoice amount;
- (e) the HST shown as a separate item
- (f) the Purchase Order Number

All PPE and immunization supplies shall be provided by the Department of Health.

- (6) **Capped Amount.** Notwithstanding the foregoing, the total amount payable by the Minister to the Contractor for all fees and expenses shall not exceed a maximum capped amount 22(1)(c)(i), plus HST. For further certainty, the Contractor shall perform all the Services notwithstanding that the value of the time spent by the Contractor, or the disbursements or expenses incurred, in performance hereof exceeds the Capped Fee. No provisions of this agreement shall relieve Contractor from performing all of the Services or reduce the Contractor's obligation to performing only some proportionate or other part of the Services.

Schedule "C"

Travel Allowances

Kilometric allowance

The following allowances apply when a private vehicle is used for travel as required under the terms of this Agreement:

Kilometric level/fiscal year (Individual records of accumulated kilometers revert to zero on April 1st of each year)	Effective April 1, 2012
For each of the first 8,000 kilometers per year	\$.41
For each of the next 8,000 kilometers per year	\$.38
For each kilometer in excess of 16,000 kilometers per year	\$.33

Meals allowance

Effective June 1, 2010, meal allowances are

Meal Period	In-province	Out-of-province
Breakfast (between 12:00 a.m. and 12:00 noon)	\$7.50	\$10.00
Lunch (between 12:00 noon and 6:00 p.m.)	\$10.50	\$12.00
Dinner (between 6 p.m. and 12:00 a.m.)	\$19.50	\$24.00
TOTAL DAILY ALLOWANCE	\$37.50	\$46.00

Purchase of Service Agreement
(the “Agreement”)

THIS AGREEMENT is made as of December 17, 2021 (the “Effective Date”).

BETWEEN

HER MAJESTY THE QUEEN,
in Right of the Province of New Brunswick
as represented by the Minister of Health
(hereinafter referred to as the “Minister”)

-and-

THE CANADIAN RED CROSS SOCIETY
400 Cooper Street, Suite 8000
Ottawa ON K2P 2H8
(hereinafter referred to as the “CRCS”)

WHEREAS CRCS is a charitable organization, dedicated to the provision of humanitarian relief in Canada and around the world, and, *inter alia*, provides support services in response to the impacts of the pandemic.

WHEREAS The Minister is desirous of receiving services as set out in this agreement to support COVID -19 assessment and sample collection activities at Regional Health Authority (“RHA”) assessment sites, pop-up centres, institutions, or mobile sites;

The CRCS hereunder is desirous of providing said services as set out in this Agreement;

Therefore, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

“**Agent**”, in relation to a custodian, means an information manager or an individual or organization that acts for or on behalf of the custodian in respect of personal health information for the purposes of the custodian and not for the agent’s own purposes, whether or not the information manager, individual or organization is remunerated by the custodian, but does not include an employee of the custodian and includes an “agent” as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

“**Business Day**” means any day other than Saturday, Sunday or a statutory holiday under the laws of New Brunswick or Canada.

“**CRCS Confidential Information**” means any and all information that is identified as confidential or proprietary at the time of disclosure or that, under the circumstances, ought to be treated as confidential or proprietary, whether such information is communicated in written form, orally, visually, demonstratively, technically, or by any other form or media. Confidential Information does not include information that: (a) was lawfully in the Minister’s possession before receipt from the CRCS; (b) is or becomes available to the public through no fault of the Minister; (c) is lawfully disclosed to the Minister by a third party without restriction on disclosure; or (d) is independently developed by the Minister without the use of any Confidential Information of the Minister, provided the Minister can document such independent development. Notwithstanding the foregoing exceptions, Confidential Information includes all personal information and personal health information.

“**Minister Confidential Information**” means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to CRCS by the Minister or gathered by CRCS from inspection of any property, activities or facilities of the Minister, regardless of whether CRCS obtained the information before or after the Term or whether the information is specifically identified or marked as “Confidential” or “Proprietary”. This

includes Personal Information in the care of the Minister, as regulated by the *Right to Information and Protection of Privacy Act* (RTIPPA) and the *Personal Health Information Privacy and Access Act* (PHIPAA). Unless otherwise stated, the term “Confidential Information” includes “Personal Health Information”.

“**Health Information Custodians**” means an individual or organization that collects, maintains or uses personal health information for the purpose of providing or assisting in the provision of health care or treatment or the planning and management of the health care system or delivering a government program or service and includes a ‘custodian’ as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05)

“**Intellectual Property**” means all worldwide rights under contract, statute, or common law, whether or not perfected, and associated with patent, copyright, trade-mark, trade secrets, and other rights analogous to them and any other proprietary rights relating to intangible or intellectual property now existing or later recognized under the laws of any jurisdiction.

“**Material(s)**” means all materials, data, reports, studies, memoranda, correspondence, manuals, records, plans, specifications, tapes or programs, either in written, magnetic or electronic form, which are provided by the Minister to the CRCS in the performance of the CRCS’s services under this Agreement, and any copies or reproductions thereof, or materials which are prepared or produced by the CRCS specifically for and paid for by the Minister under this Agreement.

“**Minister**” means the Minister of Health and includes any person designated to act on the Minister’s behalf.

“**Person**” means an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

“**Personal Health Information**” means identifying information about an individual in oral or recorded form if the information

- (a) relates to the individual’s physical or mental health, family history or health care history, including genetic information about the individual,
- (b) is the individual’s registration information, including the Medicare number of the individual,
- (c) relates to the provision of health care to the individual,
- (d) relates to information about payments or eligibility for health care in respect of the individual, or eligibility for coverage for health care in respect of the individual,
- (e) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any body part or bodily substance,
- (f) identifies the individual’s substitute decision-maker, or
- (g) identifies an individual’s health care provider, as defined in the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05).

“**Privacy and Security Policy**” has the meaning set forth in “Section 5 (9) and (10).

“**Services**” means the deliverables to be performed by the CRCS in accordance with Schedule “A”.

2. SERVICES

- (1) The CRCS agrees to provide the Minister with professional services as set out in Schedule “A” attached hereto;
- (2) Nothing in this Agreement gives the CRCS an exclusive right to provide the Services and the Minister may enter into agreements with other contractors for Services equivalent to the CRCS’s. The CRCS may provide its services to third parties. The CRCS will not enter into any other contract that might prejudice the ability to provide Services as set out in Schedule “A”.
- (3) The CRCS acknowledges
 - a) the existing and worldwide impact of the COVID-19 pandemic;

- b) that they have taken COVID-19 and its impact into account and despite the global effect on business can provide the professional services as set out in Schedule "A";
- c) that the COVID-19 pandemic does not constitute Force Majeure as described in Section 13 (5), unless agreed upon by both parties in writing.

Notwithstanding the foregoing, if CRCS believes the health or safety of any of its directors, officers, employees, contractors, agents, subcontractors, volunteers or representatives (collectively, "**Representatives**"), CRCS will notify the Minister to discuss concerns. If such risks to CRCS's Representatives are not remediated within a reasonable period of time after being brought to the attention of the Minister, as determined by CRCS in its sole discretion, CRCS may terminate this Agreement in accordance with Termination provisions

3. **TERM**

The Parties agree that this Agreement shall commence on the December 17, 2021 and shall terminate on March 31, 2022 unless extended upon mutual agreement of the Parties or terminated earlier in accordance with the provisions of this Agreement.

4. **COMPENSATION**

- (1) The Minister shall pay the CRCS the amounts as set forth in Schedule "B" attached hereto;

5. **CONFIDENTIALITY**

- (1) Neither Party shall at any time use or disclose any Confidential Information that it receives from the other pursuant to this Agreement or that relates to the affairs of the Minister except as expressly agreed upon under this Agreement or as required by law. Furthermore, neither Party shall use at any time (whether during the term of this Agreement or after its termination or expiry) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any business development programs, or plans belonging to or relating to the affairs of the other Party, including knowledge relating to customers, clients, or employees of the disclosing Party.
- (2) The obligations under 5(1) above will not apply to Confidential Information that the receiving party can demonstrate (i) at the time of disclosure is generally available to the public through no breach of this Agreement or other wrongful act by the receiving party, (ii) has been received by the receiving party from a third party without restriction on disclosure and without breach of any agreement or other wrongful act by the receiving party (iii) is independently developed by the receiving party without regard to the Material of the disclosing party or (iv) is required to be disclosed by law or order of a court of competent jurisdiction, provided that the that the receiving party shall furnish prompt written notice to the Minister of such required disclosure.
- (3) The CRCS shall be considered to be an agent of the Minister for the purposes of the *Personal Health Information Privacy and Access Act*, S.N.B., c.P-7-5 (as amended) ("PHIPAA). As required under the terms of this Agreement, the Minister shall provide personal health information to the CRCS for the purpose of providing Services to the Minister, in accordance with this Agreement. The CRCS shall comply with the Minister's legal obligations regarding the handling of personal health information under PHIPAA.
- (4) The CRCS agrees that Confidential Information about any individual arising from the performance of this Agreement is or may be subject to federal and provincial privacy legislation, as amended from time to time. The CRCS covenants to maintain the confidentiality of such Confidential Information and adhere to any applicable privacy-related legislation in force during the term of this Agreement.

- (5) Notwithstanding the foregoing, the CRCS acknowledges that all Confidential Information relating to this Agreement that is in the custody or control of the Minister is subject to the right to information legislation and regulations thereunder, as amended from time to time. The CRCS understands and agrees that the Minister may be required to disclose certain Confidential Information pursuant to said legislation, and other New Brunswick statutes.
- (6) The CRCS agrees to adhere to all written Department of Health policies, standards and guidelines applicable to the security of Confidential Information, provided said documentation is delivered by the Minister to the attention of the CRCS.
- (7) The provisions of this article shall continue to bind the CRCS notwithstanding the expiration or termination of the Agreement
- (8) In the event that the CRCS is subject to the provisions of a Data Use and Confidentiality Agreement with the Department of Health, the Agreement shall be provided to CRC, and the obligations contained therein shall be deemed incorporated into this Agreement and shall remain in full force and effect not withstanding that the provisions may be more onerous than those contained herein.
- (9) **General Privacy Requirements:** The CRCS will take reasonable steps to protect Data against loss, theft, and unauthorized access, use, disclosure, copying, modification, disposal or destruction in accordance with applicable privacy laws and regulations and will also follow GNB and DH Departmental policies and procedures as provided to CRCS, related to how retain, protect, transmit, store, dispose, destroy and handle privacy breaches involving Data subject to this Service Agreement (SA). At no time during the provision of the Services will CRCS collect, use or store Personal Health Information or Personal Information on CRCS systems or devices.
- (10) The CRCS will immediately notify DH Chief Privacy Officer(CPO) in the event of a suspected or actual breach or incident, in writing in the event that Data subject of this SA is lost, stolen, accessed, used, disclosed, copied, modified or disposed of by unauthorized persons or in an unauthorized manner or both. The CRCS agrees to work in liaison with DH CPO to remedy the breach and in accordance with any and all applicable Privacy Breach Management Policies and procedure. The relevant privacy legislation should be consulted for any mandatory breach notification requirements to affected individuals and/or the Ombud of New Brunswick.

6. INDEPENDENT CRCS

The CRCS is an independent CRCS and no provision of the Agreement that gives the Minister a measure of control over the Services shall be construed so as to cause the CRCS's personnel to be considered employees of the Minister.

7. ASSIGNMENT AND SUBCONTRACTING

- (1) The rights and liabilities of this agreement are not assignable by either party without the prior written consent of the other.
- (2) The CRCS shall not subcontract any part of its obligations under this Agreement without the prior written consent of the Minister, which shall not be unreasonably withheld.
- (3) Consent under 7(2) shall not relieve the CRCS from any of its obligations under this agreement or impose on the Minister any liability to the subcontractor.

8. LIABILITY AND INDEMNITY

- (1) The CRCS shall indemnify, hold harmless and defend the Minister from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the CRCS, its directors, officers, employees, agents and subcontractors.

- (2) The Minister shall indemnify, hold harmless and defend the CRCS from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of the Minister, its directors, officers, employees, agents and subcontractors.
- (3) Notwithstanding subsections 8(1) and 8(2), the parties expressly acknowledge and agree that they shall not be liable for each other's indirect or consequential damages or for lost profits or revenues under this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, or breach of warranty breach of fiduciary duty, indemnification or otherwise.
- (4) Each Party's entire liability for all claims in the aggregate arising from or related to this agreement shall not exceed the maximum fees payable in accordance with Schedule "B" attached hereto.

9. TERMINATION

- (1) Either party may terminate this Agreement without cause by provision of ten (10) day's notice, such notice being provided in accordance with the provisions of Article 12.
- (2) Where the Minister has terminated, the Agreement, other than for cause, the Minister shall pay to the CRCS such amounts as are properly attributable to the Services performed or costs or financial commitments incurred prior to the date of termination which cannot otherwise be avoided.
- (3) All work authorized by this Agreement prior to the effective date of termination without cause shall be completed by the CRCS as if this agreement were still in full force.

10 TERMINATION FOR CAUSE

- (1) If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the party in breach fails to remedy the breach within twenty (20) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining party.
- (2) All work authorized by this Agreement prior to the effective date of termination shall be completed by the CRCS as if this Agreement were still in full force.
- (3) Upon completion of all work pursuant to Article 10(2), the CRCS shall immediately turn over to the Minister all completed programs, reports, data, specifications, diagrams and all other material generated during the performance of the Services under this Agreement, and further the CRCS shall return all Confidential Information furnished to the CRCS by the Minister pursuant to this Agreement.
- (4) Notwithstanding the provisions of Article 10(1), the Minister may terminate this Agreement by written notice to take effect immediately upon receipt of it by the CRCS if:
 - (a) the CRCS is in breach of article 5 of this Agreement; or
 - (b) the CRCS becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or winding-up of the CRCS are instituted; or
 - (c) the CRCS attempts to assign or cede any interest in this agreement without the prior written consent of the Minister; or

- (d) the CRCS comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement. At the request of the CRCS, the Minister may waive this condition.

11 OBLIGATIONS OF CRCS UPON TERMINATION OR EXPIRY OF AGREEMENT

Upon termination of the agreement for any reason, whether by expiration of the term or pursuant to Articles 9 or 10, the CRCS agrees to provide all material in its possession to any successor chosen by the Minister in order to facilitate the transition. The Minister agrees that the CRCS will be compensated, up to the date of expiry or breach of this agreement, in accordance with the terms of Schedule "B" attached hereto.

12. NOTICES

Wherever in this agreement notice is required or permitted to be given or served be either party to or on the other, the notice shall be in writing and will be given by personal delivery, commercial courier service, registered mail (postage prepaid) or by electronic transmission and addressed to the applicable party as follows:

To the Minister at: Jennifer Elliott, Assistant Deputy Minister, Public Health
NB (Acting)
HSBC Place, P. O. Box 5100
Fredericton, NB E3B 5G8
Phone: (506) 444-2112
Email: Jennifer.Elliott@gnb.ca

To the CRCS at: The Canadian Red Cross Society
400 Cooper Street, Suite 8000
Ottawa, ON K2P 2H8
Attention: 21(1) @redcross.ca

For the purposes of this Article 12, a Notice will be considered validly given at the following times:

Delivery Method	Time of Notice
-by personal delivery or commercial courier service	day of actual delivery
-by registered mail	the 5 th Business Day following the deposit in the mail, except that in the event of an actual or threatened disruption of regular postal service, notice will not be effective if given by mail
-by electronic transmission	on the day of transmission

If the time of delivery is not a Business Day or if the Notice is received after ordinary office hours at the place of receipt, the Notice will be considered received on the next Business Day.

14. GENERAL CONDITIONS

- (1) **Entire agreement and waiver.** This Agreement constitutes all of the agreements between the CRCS and the Minister pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties to it. There are no warranties, representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this agreement. No supplement, modifications, waiver or termination of this

Agreement shall be binding unless executed in writing by the party hereto to be bound thereby. No waiver of any other provisions of this Agreement (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

- (2) **Extended Meanings.** In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, sole proprietors, corporations, partnerships, trusts and unincorporated associations.
- (3) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein.
- (4) **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- (5) **Force Majeure** means a delay in the performance of the services occurring without the fault or negligence of either party, which delay both parties could not have reasonably foreseen, caused by events beyond the control of either party or by such type and kind of events as set forth below, but not limited to those specific events. The types and kinds of events referred to in this Article include the following: acts of God; acts of the public enemy; civil war; insurrections or riots; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions, other than those related to Covid- 19; governmental priorities or allocation requirements or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events, or a delay in performance of a subcontract by a subcontractor due to any of the events referred to above which is beyond its control and without its fault or negligence.

Within five (5) business days of becoming aware of a Force Majeure, the CRCS must provide written notice to the Minister of the describing the following:

- a) the nature of the Force Majeure (as listed above);
- b) what Services listed in Schedule "A" are being delayed;
- c) the reasons why the Services are being delayed;
- d) the expected duration of the delay;
- e) what steps will be taken to resume Services.

(6) **Conflict of Interest.**

- (a) CRCS warrants that at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment exists or is likely to arise in relation to execution of this Agreement or its subject matter. CRCS undertakes to notify the Minister in writing immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of the Minister to appropriately manage the conflict of interest, within the time frame stipulated by the Minister in writing.
- (b) Where the CRCS is a member of any Project Steering Committee(s), it shall not participate in any discussions (whether written, electronic or in person), concerning outsourcing any work, tasks and services for the project.
- (c) The CRCS shall disclose all business relationships of any kind that exist or that develop with other CRCSs having business relations with the Minister during the term of this agreement.
- (d) Where the CRCS acts as Project Manager for the Minister, it shall be prohibited from submitting proposals to Requests for Proposals (RFP's) concerning the same project.
- (e) Where the CRCS acts as a Project Manager for the Minister, it shall be prohibited from rendering any goods or services that are outsourced for the same project.

- (7) **Schedules.** The attached Schedules hereto form a part of this agreement. In the event of a conflict or inconsistency between one or more of the provisions of the documents specified below, the documents will govern in the following order:
- (i) This Agreement
 - (ii) Schedules to this Agreement
- (8) **Amendment.** No modification of this Agreement is valid unless set out in writing by the parties.
- (9) **Language.** The Parties have required that this agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- (10) **Audits.** At the request of the Minister, CRCS shall provide proper and detailed accounts and records related to the cost of the Services performed under this Agreement. The CRCS will maintain such data for a period of one (1) year following the termination or expiry of this Agreement. On request, CRCS shall provide the Minister or its representatives, access to CRCS and its facilities and those of its agents and CRCSs in order to perform audits deemed necessary by the Minister in the public interest and to ensure CRCS's compliance with the terms and conditions of this Agreement. The CRCS shall produce such personal information as, in the opinion of the Minister, is reasonably required by the Minister to conduct the audit, provided that the Minister shall maintain it in confidence, shall not retain the information, and shall not use it for any other purpose.
- (11) **Dispute Resolution.** The parties agree that all matters in dispute between the parties in relation to this Agreement that cannot be resolved will be referred to the Arbitration of a single arbitrator and will be conducted pursuant to the Arbitration Act, 1992, Chapter A-10.1. The decision of the Arbitrator will be binding on the parties, heirs, successors, executors and assigns.
- (12) **Warranties.** The CRCS warrants and represents to the Minister that:
- (a) the Services to be performed under this agreement will conform in all respects to Schedule « A ».
 - (b) the Services will be delivered in a proper, efficient and businesslike manner.
- (13) **Ownership of Work Product/Services.**
- (a) The work product and finished Services pursuant to Article 2 is the sole property of the Minister.
 - (b) The CRCS has no moral and intellectual property rights in Services provided pursuant to Article 2.
 - (c) Permission to share, publish in any form and/or distribute the work product and finished services will require prior written approval of the Minister.
- (14) **Health and Safety.** The CRCS must comply with all Government of New Brunswick (GNB) health and safety policies and standards, including, without limitation all health and safety policies and standards related to COVID-19, as applicable.
- (15) **Execution.** This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.
- (16) **Official Languages.** The CRCS must ensure compliance with the Official Languages Act in the delivery of services.

The Parties have executed this Agreement by signing below.

HER MAJESTY THE QUEEN in Right of
the Province of New Brunswick as
represented by the delegate of the Minister of
Health

21(1)

Heidi Liston
Deputy Minister

June 24, 2022

Date

THE CANADIAN RED CROSS SOCIETY

21(1)

Authorized Signing Officer

21(1)

Date

SCHEDULE "A"

STATEMENT OF WORK

1. The Services.

The CRCS has been requested to provide the Services set out below at Regional Health Authority (RHA) assessment sites, EM/ANB pop-up centres, institutions, or mobile sites in the Province of New Brunswick (the "**Locations**") as agreed upon by CRCS and the Minister taking into account CRCS' workforce capacity.

The CRCS will establish up to 4 provincial teams. While the team composition might vary from one team to another, for planning purposes,

- 1 clinical lead (NP, RN, LPN, Paramedic, RT or other qualified clinical professional)
- 1-2 public health specialists (non-clinical); and
- 1 emergency care worker (non-clinical).

The CRCS will make these teams available for a minimum of 5 days a week and 8 hours a day. The CRC will administer approximately 40-50 tests within an 8 hour working period, if demand requires that level of service.

The CRC shall undertake other related duties and responsibilities that may be assigned by the Minister.

The CRCS will ensure one team is available to start operations before December 25, 2021 with a second team available by mid January 2022. Further assessments on the need of additional teams will be discussed between the Parties and determined by the end of January 2022

In the provision of the Services, CRCS shall adhere to the requirements outlined below:

- The CRCS will ensure the teams are capable of collecting Covid-19 samples via nare and throat and will ensure there is clinical oversight at all times.
- The CRCS will ensure teams are trained regarding the donning and doffing of PPE in accordance with CRCS standards, and the appropriate collection of samples as well as required administrative processes as provided and directed by the Medical Officer of Health or its designate.
- The CRCS will follow the direction and guidance of the Medical Officer of Health related to the people who are required to be swabbed, the location of the swab, the timelines and frequency for the swabs and the method of swab (e.g. nare and throat, NP swab) and the method of the test (e.g. regular PCR, rapid test).
- CRCS will provide relevant information to clients regarding the purpose of the swab, the frequency of the swab, relevant public health guidelines and how they will be notified of the test results.

Teams will be scheduled for swabbing either at outbreak sites, sites of special interest or established RHA assessment centers on the direction of EM/ANB and or the RHAs.

The CRCS shall be able to complete an initial scoping and assessment of any relevant locations for the Services. The Minister and the CRCS shall work collaboratively to ensure that the location meets epidemic prevention standards.

The roles and responsibilities of the Minister, the CRCS and other relevant authorities needs to be clear, inclusive of the clinical accountability structure, where applicable.

Out of Scope Duties:

- Anything outside of the professional and technical capacities of CRCS clinical and non-clinical personnel;
- Security at the Locations;
- Leading and/or supervising Locations without the Partner personnel and leadership;
- Engaging in any collection, use, disclosure of storage other than as directed by the Minister with respect to the Minister's systems, protocols, and processes.
- CRC will not be responsible for testing site set up, logistics, as well as delivery and storage of PCR testing or biomedical waste; before and/or after the swab collection, including transportation to the lab
- For non-clinical personnel: Engaging in any clinical work, including but not limited to engaging in PCR testing and/or administering consent.

Minister Roles and Responsibilities

The Minister will or will ensure the applicable RHA or Location will:

- Provide onsite orientation at the Locations, including emergency procedures, and any other applicable standards, processes, or procedures;
- Provide a site suitable for the testing configuration, with the requisite ventilation, electrical, and facilities. For example. Suitable room, arena, parking lot, field, etc. Some sites will require help to set sites up as well;
- Be responsible for testing site set up, logistics, as well as vaccine and swabbing kit supply chain management, including cold chain, delivery and pick up laboratory specimens (as applicable), and management of biomedical waste;
- Communicate and manage follow up regarding testing results;
- Provide to CRCS personnel any necessary direction, supplies, protocols, and/or IT equipment for the administration of consent and the collection of personal information and personal health information;
- Provide of qualified registration clerks if the use of computerized systems for electronic health records (EHRs) or other systems for on-boarding are a required part of the testing process.
- Patient records, including retention and security of confidential records, additional processes should be put in place to secure confidential health records.
- Ensure CRCS personnel receive the necessary direction, supplemental materials, supplies, protocols, and/or equipment regarding the administration of swabbing protocol;
- Ensure appropriate health and safety protocols are in place at each Location;
- Provide onsite security as required.
- Provide personal protective equipment (PPE) to CRCS personnel. It is recognized PPE standards may evolve and the Minister as a Provincial organization and CRC as a National organization may have different standards. In the event of an identified difference in standards, CRC personnel will wear PPE to the higher standard.

2. Designated Liaisons:

CRCS 2(1)
Director, Government Relations
GNB
Jeff Campbell, Shaun Parker

3. REPORTING

CRCS shall submit a monthly report to the Minister which shows daily statistics as follows:

Date of service provided	Health Zone	Name/Location of Assessment Clinic	Organization (i.e. Vitalité, Horizon, EMANB, etc.)	# of Swabs Completed

Please submit the report on a monthly basis to:

Jeff Campbell, Senior Program Advisor
HSBC Place
P.O. Box 5100,
Fredericton, NB
E3B 5G8
Jeff.Campbell@gnb.ca

1. In addition to the foregoing, **the Parties shall report to their respective Designated Liaisons as follows:**

(a) **Of the Partner:**

- (i) To report to CRCS, as soon as reasonably possible, if they become aware of a COVID positive / symptomatic staff /resident or case that could impact the health and safety of CRCS personnel and those supported;
- (ii) Complaints about CRCS personnel, Services or the organization;
- (iii) Incidents involving CRCS personnel;
- (iv) Incidents or changes to the working environment that may impact the health and safety of CRCS personnel.

(b) **Of the CRCS:**

- (i) Complaints and incidents related to the Partner, its personnel and services

SCHEDULE "B"

COMPENSATION

- (1) **Direct Costs.** The CRCS will receive remuneration for services performed under this Agreement as follows:
 - Clinical Lead –Hourly wage not to exceed 221/hr plus benefits
 - Public Health Specialists - Hourly wage: 221/hr plus benefits
 - Emergency Care Worker –Hourly wage: 221/hr plus benefits
 - Support team: not to exceed \$ 221(1) over the Term
- (2) **Travel.** The Contractor will invoice the Minister for travel expenses for team members who are not residents of New Brunswick. With regard to rental of vehicles, as pre-approved by the Minister, by the CRCS, the Minister shall not be responsible to pay any costs associated with the separate costs of insurance charged by vehicle rental companies for property damage coverage (i.e. collision). The CRCS shall assume all responsibility for providing adequate coverage on rental vehicles, and the Minister shall not be held liable. The Minister shall be allowed to inspect all relevant documentation in order to determine the sums payable under this article.
- (3) **Indirect Costs** – The CRC will also apply a 221% administration fee against the invoices in order for the CRC to recover indirect costs incurred for undertaking the Services. In all financial statements, the 221(1) shall be reported as a flat fee.
- (4) **No Other Benefits.** The CRCS will not be entitled to receive any additional benefits pursuant to this agreement.
- (5) **HST.** The CRCS will be paid applicable HST over and above the professional fees and on expenses.
- (6) **Invoicing.** The CRCS will invoice the Minister monthly. The invoice shall include the travel expenses.

Invoices shall be emailed in "pdf" or "tiff" format to invoices@snb.ca

Mailing Address for Invoices

Service New Brunswick – c/o Dept of Health
Accounts Payable Services
PO Box 6000, Signing Authority – Pat Guest
Fredericton, NB E3B 5H1

Ship to Address

GNB Department of Health
Rose Munn
520 King Street, HSBC Place
Fredericton, NB E3B 6G3

(Please include both mailing and ship to addresses on your invoice)

The invoices will clearly identify:

- (a) the Company name, address, and relevant tax registration number;
 - (b) unique invoice number;
 - (c) invoice date;
 - (d) total invoice amount;
 - (e) the HST shown as a separate item
 - (f) the Purchase Order Number
-
- (6) **Capped Amount.** Notwithstanding the foregoing, the total amount payable by the Minister to the CRCS for all fees and expenses shall not exceed a maximum capped amount

22(1)(c)(i). plus HST. Services and expenses will be billed at the rates identified above. In recognition that this is a cost recovery agreement, in the unlikely event the total costs incurred by the CRCS are likely to exceed this maximum amount, CRCS and the Minister will discuss adjusted Service delivery, contract termination or amendment, as the case may be. For further clarity, CRCS reserves the right to discontinue Services if its costs in doing so exceed this maximum amount.

